

## SECTION H SPECIAL CONTRACT REQUIREMENTS

### H.1. NOTICE OF INCORPORATION OF SECTION K

The following section of the solicitation will not be distributed with the contract; however, it is incorporated in and forms a part of the resultant contract as though furnished in full text therewith:

<u>SECTION</u>	<u>TITLE</u>
K	REPRESENTATIONS, CERTIFICATIONS, AND OTHER STATEMENTS OF OFFERORS

### H.2 INSURANCE

a. Pursuant to the contract clause in Section I, entitled “INSURANCE-LIABILITY TO THIRD PERSONS (Mar 1996), FAR Clause 52.228-7,” the contractor shall at all times during the performance of this contract, unless otherwise directed or approved by the Contracting Officer, carry insurance of the types and in the minimum amounts set forth below:

- b. Worker’s Compensation and Employer’s Liability Insurance: \$100,000;  
Comprehensive General Liability Insurance: \$500,000 per occurrence; and  
Comprehensive Automobile Liability Insurance IAW FAR Clause 52.228-8 Liability &  
Insurance-Leased Motor Vehicles (May 1999):

\$200,000 per person;  
\$500,000 per occurrence for death or bodily injury; and  
\$20,000 per occurrence for property damage

c. The contractor shall furnish the Contracting Officer proof of insurance, prior to the commencement of work. The proof will contain a written statement including the nature of the policies, the names of the insured, and the number, amounts, and policy periods, and an endorsement that any cancellation, expiration, or material change in the coverage adversely affecting the Government’s interest shall not be effective unless the insurer or contractor provides written notice to the Contracting Officer no less than 30 days before any change in any policies adversely affecting the interest of the Government in such insurance.

### H.3 TASK EXECUTION PLAN - JOB TITLES AND WAGE CLASSIFICATION

The Government task requirements will be provided to the contractor on a Letter of Instruction or Form 1 (FM1) through the JITC Project and Accounting System (JPAS). The Form 1 states the task requirements and requests a Task Execution Plan (TEP). The contractor provides a TEP through JPAS that communicates their technical approach and estimated resources needed to satisfy the task requirements

It is incumbent upon the contractor to capture all anticipated costs for labor categories, travel, materials, equipment, overtime, and other associated costs in their TEP. Submission of a TEP to the Government shall be provided no later than 10 working days from receipt of an approved task, unless otherwise specified in the task. Government desired changes to the FM1 or TEP will be communicated using the Change-Scope process in JPAS. The Contracting Officer will review and approve Change-Scopes provided they are within the contract scope.

Competition of work among contractors: The Government will give each contractor an opportunity to compete for tasks over \$3,000. There are four exceptions to this rule: 1) urgency, 2) only one vendor is

capable of supplying unique or highly specialized services, 3) logical follow-on to a previous order that was competitively awarded, and 4) necessary to meet the guaranteed minimum quantity.

Each task will identify an obligation value and a notification value. The obligation value or funding on each task shall not be exceeded. The notification value is a value less than 100% of the obligation value for tasks that are not fully funded. The contractor shall provide notification when performance equates to the notification value specified by the government in each task. At the notification value, the contractor shall notify the Contracting Officer, Contracting Officer's Representative, and the Action Officer designated in the task by e-mail that funds have reached the notification value identified in the task.

Tasks may be incrementally funded. Refer to FAR clause 52.232-22 "Limitation of Funds (Apr 1984)"

#### **H.4 ASSIGNMENT OF CONTRACTOR ACQUIRED FACILITIES**

The contractor may acquire/lease facilities necessary for support of the JITC as required under the contract and directed by specific tasks. These facilities may be required on or off-site, in CONUS or OCONUS locations, and may be on a permanent or temporary basis. The facilities shall meet the applicable Occupational Safety and Health Administration (OSHA) requirements. The contractor acquired facility shall adhere to the security requirements as required by DD Form 254, Security Classification Specification. The contractor shall comply with DISA Director's Policy letter 2006-01 and JITC Instruction 100-50-01, which prohibits smoking within DISA and JITC facilities. The operation, maintenance, and management of the facilities shall be the responsibility of the contractor. Facilities acquired/leased under this contract are transferable to other contractors only with the express written permission of the Contracting Officer. The provision entitled, CONTRACTOR PURCHASING PROCEDURES applies.

#### **H.5 INCORPORATION OF ADDITIONAL LABOR CATEGORIES**

- a. This contract provides JITC with the ability to obtain support required to perform its mission and functions. The contractor is required to provide a wide range of nonpersonal services to encompass scientific, engineering, logistical, administrative, purchasing, and ancillary support.
- b. There will be changes from time to time that may require additional labor categories to be included in this contract. The contractor may submit new labor category proposal submissions to the Contracting Officer. If approved by the Contracting Officer, the new labor category or categories will be incorporated into the contract.
- c. This clause shall apply throughout the phase-in, basic contract, exercised options, and /or extensions.

#### **H.6 WORK PRIORITY/TEST SCHEDULES**

Notwithstanding the contractor's responsibility for total management during the performance of this contract, the Government reserves the right to assign priority for the work to be performed. The contractor shall accept changes to the priorities when required by the Contracting Officer or designated representative and shall allocate personnel to perform the work in the most efficient and expeditious manner.

#### **H.7 LEGAL HOLIDAYS**

- a. U.S. Government Federal holidays are as follows:

New Year's Day  
Martin Luther King Jr.'s Birthday

Washington's Birthday \*\*  
Memorial Day  
Independence Day  
Labor Day  
Columbus Day  
Veteran's Day  
Thanksgiving Day  
Christmas Day  
Inauguration Day \*

\*Note: Inauguration Day, January 22, 2013, falls on a Tuesday. An employee who works in the District of Columbia, Montgomery or Prince George's Counties in Maryland, Arlington or Fairfax Counties in Virginia, or the cities of Alexandria or Falls Church in Virginia, and who is regularly scheduled to perform nonovertime work on Inauguration Day, is entitled to a holiday. (See 5 U.S.C. 6103(c).) There is no in-lieu-of-holiday for employees who are not regularly scheduled to work on Inauguration Day.

\*\* This holiday is designated as "Washington's Birthday" in section 6103(a) of title 5 of the United States Code, which is the law that specifies holidays for Federal employees.

b. Contractors are to schedule compensated work during the normal hours of operation specified in contract paragraph G.8, Hours of Operation. Work on weekends or federal holidays should only be performed if absolutely necessary for the task. In order to maintain the integrity of this requirement, a separate written approval by the Contracting Officer or Contracting Officer's Representative is required for work on weekends or federal holidays only if the work has not been approved in the Form 1 or TEP through the JPAS process. Weekend work that has not been approved in the Form 1 or TEP will require written approval by the Contracting Officer or Contracting Officer's Representatives within one (1) working day prior to the weekend work. Federal holiday work that has not been approved in the Form 1 or TEP will require written approval by the Contracting Officer or Contracting Officer's Representative within one (1) working day prior to the Federal Holiday. This excludes travel requirements which are covered by contract paragraph H.25.

c. Legal holidays for Service Contract Employees are indicated on individual Wage Determinations contained at Section J of this contract.

d. The Government expects contractors to adhere to the holidays outlined in this clause without opting to implement floating holidays.

## **H.8 CONTINUED PERFORMANCE DURING CRISIS SITUATIONS**

The requirements of this contract have been identified as essential to the mission and operational readiness of U.S. and Allied Forces operating worldwide; therefore, the contractor shall be responsible for performing all requirements of this contract notwithstanding crisis situations including the existence of any state of war, whether declared or undeclared, state of emergency, or contingency by the United States or foreign country, commencement of hostilities, internal strife, rioting, civil disturbances, or activities of any type which could endanger the welfare and security of U.S. Allied Forces worldwide. Failure by the contractor to perform may subject the contractor to termination of this contract for default.

- a. Crisis situations shall be determined by a Combatant Command (COCOM), when the Defense Readiness Condition (DEFCON) 3 or lower is declared, when the Force Protection Condition (FPCON) is at or above FPCON Charlie, or when an area is declared to be hostile.
- b. Continued performance hereunder may require an equitable adjustment; therefore, the contractor shall segregate and separately identify all costs incurred in the contract performance during war, state of emergency, or contingency operation. The contractor shall notify the Contracting Officer of an increase or decrease in costs within ninety days after continued performance has been directed by the Contracting Officer, or within any additional period that the Contracting Officer approves in

writing, but not later than the date of final payment under the contract. The contractor's notice shall include the contractor's proposal for an adjustment and any data supporting the increase or decrease in the form prescribed by the Contracting Officer. As soon as practicable after receipt of the contractor's proposal, the parties shall negotiate a price adjustment to the contract price. Failure to agree on any adjustment shall be handled as a dispute under the Dispute Clause.

- c. Contractor personnel will be integrated into Government contingency plans, and afforded the same rights, privileges, protection and priority as Government personnel. The Government will provide security, housing, and dining facilities for contractor personnel should conditions warrant.
- d. When security conditions deteriorate to the extent that additional costs are incurred to continue contract performance or to allow the continued placement of the Government Property on the compound (e.g., increased level of access security, increased insurance premiums, inability to use the compound for the Contractor's normal purposes), such costs shall be allowable subject to contract terms and conditions. Upon activation by the Secretary of State, Danger Pay premium rates shall be added to the existing price of all labor related CLINs.
- e. Contractors will perform such tasks as may be assigned under this contract provision identified as a crisis situation in accordance with an approved TEP submitted in response to a Government task. The Government will provide oral notification as soon as the potential need becomes known. In emergency situations, contractor will be prepared to execute its TEP within five working days after direction to proceed, subject to timely receipt of visas, passports, physical examination, immunization, country clearance, and special equipment as required. Unless otherwise specified in the approved TEP, it is the Government's intent to provide employees with the same benefits and support provided or authorized to Government personnel under relevant sections of 5 U.S.C. and 42 U.S.C. as further implemented in the Joint Travel Regulations/Federal Travel Regulations (JTR/FTR) and Department of State Standardized Regulations (DSSR) in effect during the assignment. If the Government is unable to provide such benefits and support, the contractor will charge any costs associated with contractor providing the benefits and support as ODCs to the applicable task as approved by the Government. The contractor will segregate and separately identify all costs incurred as a result of this contract provision.

## **H. 9 MISSION ESSENTIAL - NON-COMBATANT PERSONNEL (DEC 2004) (DITCO/PL8232).**

Some contractor/subcontractor employees under individual tasks may be designated as Mission Essential - Non-Combatants per applicable DoD guidance. Designation for affected individuals shall be through formal appointment by the Combatant Commanders or another Senior U.S. authority in accordance with said DoD guidance. It is the sole responsibility of the requiring community to recommend and/or coordinate with the Combatant Commander or Senior U.S. Authority to obtain such designations. Due to the possibility of rapidly changing designation statuses, individual tasks will not reflect specific names or positions so designated. The formal appointment documentation shall be provided to the Contracting Officer upon request.

## **H.10 AFTER HOURS SUPPORT**

For requirements occurring during non-duty hours, the following three scenarios apply:

- (1) Emergency Phone Roster – When requested in individual tasks, the contractor will provide the Government Action Officer with an emergency phone roster at the beginning of each month. The roster shall provide primary and alternate points of contact for all non-duty hours. Individuals on the emergency phone roster will either carry a beeper or a cellular phone. Employees listed on the emergency phone roster will not be considered on duty.
- (2) Emergency Support – In the event they are called in during non-duty hours, the individual if subject to the Service Contract Act, will be paid no more than time and one-half the employee's regular hourly rate. If

the emergency support services require less than two hours, or no work is available after reporting, the employee will be credited with two hours of work time. The employee shall not be paid if the emergency work is canceled and the employee has received and acknowledged notification prior to reporting. If the Government is unable to contact the employee, the employee may be offered alternate work upon reporting. Employees will be paid only when required to report to the work site.

(3) Ready-Alert – In the event that particular scenarios are known in advance, but a specific time period cannot be determined, individuals will be required to remain on ready alert status. Individuals on ready-alert are on a standby status and must be available to respond immediately by phone and be able to report to work within one hour. Employees on standby status are considered to be on duty. Employees will be paid no more than time and one-half the employee's regular hourly rate if subject to the Service Contract Act.

## **H.11 SAFETY REQUIREMENTS**

a. The contractor shall adhere to commercial safety practices and to all Government safety requirements (Occupational Safety and Health Act of 1970; Title 29, Code of Federal Regulations Parts 1910 and 1960).

b. The Government reserves the right to investigate incidents and accidents. The contractor shall within 48 hours report to the COR any accidents or incidents which result in bodily injury and/or death. The contractor shall report all incidents and accidents by submitting an electronic DISA Form 73 Mishap Report to the COR and the Contracting Officer.

## **H.12 UNITED STATES – REPUBLIC OF KOREA STATUS OF FORCES AGREEMENT (JUL 2005) (DITCO/PL8232).**

Invited contractor and Technical Representative (TR) status shall be governed by the United States (U.S.)- Republic of Korea (ROK) Status of Forces Agreement (SOFA) as implemented by United States Forces – Korea (USFK) Reg 700-19.

a. Invited contractor or TR status under the SOFA is subject to the written approval of ACofS, Acquisition Management (FKAQ), Unit #15237, APO AP 96205-5237.

b. The contracting officer will coordinate with HQ USFK, ACofS, Acquisition Management (FKAQ), IAW FAR 25.8, and USFK Reg 700-19. The ACofS, Acquisition Management will determine the appropriate contractor status under the SOFA and notify the contracting officer of that determination.

c. Subject to the above determination, the contractor, including its employees and lawful dependents, may be accorded such privileges and exemptions under conditions and limitations as specified in the SOFA and USFK Reg 700-19. These privileges and exemptions may be furnished during the performance period of the contract, subject to their availability and continued SOFA status. Logistic support privileges are provided on an as-available basis to properly authorized individuals.

d. The contractor warrants and shall ensure that collectively, and individually, its officials and employees performing under this contract will not perform any contract, service, or other business activity in the ROK, except under U.S. Government contracts and that performance is IAW the SOFA.

e. The contractor's direct employment of any Korean-National labor for performance of this contract shall be governed by ROK Labor Law and USFK Regulation(s) pertaining to the direct employment and personnel administration of Korean National personnel.

f. The authorities of the ROK have the right to exercise jurisdiction over invited contractors and technical representatives, including contractor officials, employees and their dependents, for offenses

committed in the ROK and punishable by the laws of the ROK. In recognition of the role of such persons in the defense of the ROK, they will be subject to the provisions of Article XXII, SOFA, related Agreed Minutes and Understandings. In those cases in which the authorities of the ROK decide not to exercise jurisdiction, they shall notify the U.S. military authorities as soon as possible. Upon such notification, the military authorities will have the right to exercise jurisdiction as is conferred by the laws of the U.S.

g. The contractor shall ensure that all contractor employees will comply with all guidance, instructions, and general orders applicable to U.S. Armed Forces and DOD civilians and issued by the Theater Commander or his/her representative. This will include any and all guidance and instructions issued based upon the need to ensure mission accomplishment, force protection and safety.

h. Invited contractors and technical representatives agree to cooperate fully with the USFK sponsoring agency and RO on all matters pertaining to logistic support. In particular, contractors will provide the assigned sponsoring agency prompt and accurate reports of changes in employee status as required by USFK Reg 700-19.

i. Except for contractor air crews flying Air Mobility Command missions, all U.S. contractors performing work on USAF classified contracts will report to the nearest Security Forces Information Security Section for the geographical area where the contract is to be performed to receive information concerning local security requirements.

j. Invited contractor and technical representative status may be withdrawn by USFK/FKAQ upon:

(1) Completion or termination of the contract.

(2) Determination that the contractor or its employees are engaged in business activities in the ROK other than those pertaining to U.S. armed forces.

(3) Determination that the contractor or its employees are engaged in practices illegal in the ROK or are violating USFK regulations.

k. It is agreed that the withdrawal of invited contractor or technical representative status, or the withdrawal of, or failure to provide any of the privileges associated therewith by the U.S. and USFK, shall not constitute grounds for excusable delay by the contractor in the performance of the contract and will not justify or excuse the contractor defaulting in the performance of this contract. Furthermore, it is agreed that withdrawal of SOFA Status for reasons outlined in USFK Reg 700-19, paragraphs 2-6a through 2-6c above shall not serve as a basis for the contractor filing any claims against the U.S. or USFK. Under no circumstance shall the withdrawal of SOFA Status or privileges be considered or construed as a breach of contract by the U.S. or USFK.

#### **H.13 PROTECTIVE SYSTEMS FOR STATUS OF FORCES AGREEMENT(SOFA)-STATUS CONTRACTOR PERSONNEL AND THEIR DEPENDENTS LIVING AND WORKING IN THE REPUBLIC OF KOREA(ROK).**

a. Each company is required to provide a suitable chemical/biological protective system for each of its SOFA-status contractor personnel. This may be obtained from Government-Furnished Property.

b. In those cases where family members accompany contractor employees in the ROK, their respective companies are required to provide suitable chemical/biological protective systems to each such dependent. This may be obtained from Government-Furnished Property.

c. Each company will be responsible for the obtainment, logistics, maintenance, training and replacement of all protective systems issued to it for all wartime-critical SOFA-status contractor personnel and their dependents in the ROK.

d. Determination of what constitutes a suitable protective system is up to each company's discretion; however, all systems shall meet standards similar to the masks issued pursuant to the United States Forces Korea (USFK) Force and Family Protection Initiative (FFPI). Companies shall provide to their SOFA-status contractor personnel and pertinent dependents systems that are equivalent to the US M17A2 protective mask, the Civilian Adult Hood Blower System manufactured by DEA Research & Development Ltd, or another equivalent system that provides the following minimum levels of protection:

1. Protective factor of at least 1667.
2. Protects against all known military CB agents listed in U.S. Army Field Manual (USAFM) 3-9, all aerosols, organic vapors with a vapor pressure of < 1000 pascals at the temperature of the filter and some acidic gases including hydrogen chloride, hydrogen fluoride, hydrogen bromide, fluorine, chlorine, hydrogen sulfide, sulfur dioxide, and sulfuric acid. USAFM 3-9 is available online at: <http://155.217.58.58/atdls.htm>.
3. Particulate filter must remove all particulates (liquid and solid) with 99.97% efficiency.
4. Vapor filter with activated charcoal or other media to adsorb & react with vapors.
5. Must protect for a minimum of 2 hrs against moderate levels (100,000 mg-min/m<sup>3</sup>) of agent vapor.
6. Must be capable of being operated for a minimum of 10 consecutive hours while resting or at low levels of activity.

#### **H.14 LOGISTICS SUPPORT FOR OCONUS WORK (DEC 2004) (DITCO/PL8232).**

a. In accordance with DFARS 225.802-70, Contracts for Performance Outside the United States and Canada, authorization for obtaining logistics support and privileges outside the continental United States (OCONUS) for DoD contractor personnel and their family members require a "Technical Expert" designation.

b. Technical Expert means a person with a high degree of skill or knowledge in the systematic procedure by which a complex or scientific task is accomplished, as distinguished from routine mental, manual or physical processes. The skills and knowledge must have been acquired through a process of higher education or through a long period of specialized training and experience.

c. Logistics support will be in effect for the contractor and subcontractor personnel, to include dependents, for the sole purpose of supporting U.S. Forces, as required, and when approved by the local base commander. The contractor, in concert with the duly appointed Task Monitor/Alternate Task Monitor, will be responsible for obtaining base commander approval. Such support may include, but is not limited to, the following:

- \* Army and Air Force exchange service facilities (Military exchange) (includes rationed items)
- \* Commissary, laundry and dry cleaning facilities
- \* Privately-owned vehicle (POV) license/registration
- \* Petroleum, oil and lubricants (POL)
- \* Military postal services (APO/FPO) as authorized by Military postal regulations
- \* Open mess club (as determined by each respective club), theater, libraries and access to recreational facilities (on a space-available basis)
- \* Military banking facilities
- \* Bachelor Officer's Quarters (BOQ) or transient billeting facilities
- \* Government transportation (i.e. aircraft, auto, bus, train, etc) for official Government business
- \* Department of Defense dependent schools on a space-available and tuition-paying basis
- \* Medical/dental on a reimbursable basis
- \* Common Access Card (CAC)
- \* Class VI (alcoholic beverages, includes rationed items)
- \* Local morale/welfare recreation services
- \* Mortuary services

- \* Transient billets
- \* Customs exemption
- \* Legal assistance

d. For work performed in Germany the contractor must complete a "Certification of Employee Technical Expert Status" and "Individual Logistics Support Questionnaire." These forms must be completed and submitted in response to a Government SOW for a specific task, thereby allowing the contractor to complete the questionnaire and submit with his/her proposal.

**Certificate of Employee Technical Expert Status  
Contracts Performed in the Federal Republic of Germany**

This is to certify that the following named individuals are Technical Experts as provided in Article 73, NATO SOFA Supplemental Agreement and Defense Acquisition Circulars (DACs) 88-11 and 89-18, effective (day) (month) (year) and will serve as follows:

a. Technical experts as provided in Article 73, NATO SOFA, Supplemental Agreement, and as defined in Defense Acquisition Circulars 88-11 and 89-18 and the above provisions; and

b. Will serve either in an advisory capacity in technical matters or to set-up, operate or maintain equipment provided under the terms of this contract instrument.

Name of Employees, Social Security Account Number (SSAN) and Project Programmer Number (PPN)

c. No additional fee or cost will be charged by the contractor, in the event of either the conclusion of termination of the named employee(s) service, or in the event that any part of the data here stated be determined by a U.S. Contracting Officer to be so erroneous, inaccurate, or non-current as to disqualify the above named employee(s) for Article 73 "technical expert" status.

Contract Number: \_\_\_\_\_

Company: \_\_\_\_\_

Job Title: \_\_\_\_\_

Signature: \_\_\_\_\_

Date of Execution: \_\_\_\_\_

**H.15 LOGISTICS SUPPORT FOR COUNTRIES OTHER THAN GERMANY (MAR 2005)  
(DITCO/PL8232).**

a. Logistics support will be provided to authorized contractor employees and their dependents to the extent these services are available at the location where the contract is to be performed and as authorized by current applicable Air Force and European theater regulations, by current applicable international agreements and arrangements, by current policies, and the local installation commander. Lack of availability of any of these services shall not serve as a basis for claims by a contractor against the Government for increased cost of contract performance.

b. An authorized contractor employee is defined as an employee who has been hired as a consequence of this contract and is employed at least 40 hours per week on this contract. For Italy, procedures must be in accordance with the *Memorandum of Understanding Between the Ministry of Defense of the Republic of Italy and The Department of Defense of the United States of America Concerning Use of Installations/Infrastructure by U.S. Forces in Italy*, signed 2 Feb 1995. To qualify for Civilian Personnel



status in Italy, the employee must (i) not be a stateless person; (ii) not be a national of any State which is not a Party to the North Atlantic Treaty; (iii) not be a national of Italy; (iv) not be ordinarily resident in Italy; and (v) be certified as a technical representative and issued a North Atlantic Treaty Organization (NATO) Status of Forces Agreement (SOFA) Identification by the United States Sending State Office (USSSO) for Italy or by a base legal office with delegated authority. The final authority to determine whether an employee qualifies for Civilian Personnel status is USSSO.

c. Any logistics support for other than NATO countries must comply with the International Agreement of the host nation.

d. Abuse of Privileges. The contractor will include a provision in his employment agreement with his employees to provide for disciplinary action, or discharge for cause, of the employee for any abuse of privileges authorized to herein. The U.S. Government retains the right to withdraw privileges as a result of contractor employee abuse at no additional cost to the U.S. Government. This provision in no way will prohibit disciplinary action or legal prosecution by either the US government or the host country government. Services or privileges may be denied an individual basis at the discretion of the Installation Commander.

e. The contractor shall assure that upon termination or transfer of any employee who is granted logistics support, action is taken simultaneous with the termination of employment to assure that said employee ceases to have access to the services granted under logistic support. The contractor shall assure that identification passes or other documents pertinent to or peculiar to the contract or privileges there under are turned over to the issuing office upon termination or transfer of any employee. The contractor shall require a written receipt of such return and shall immediately forward a copy to the contracting officer.

#### **H.16 SUBMISSION OF OFFERS FOR CONTRACTS TO BE PERFORMED IN THE FEDERAL REPUBLIC OF GERMANY (MAR 2005) (DITCO/PL8232).**

This contract may require the performance of services in the Federal Republic of Germany (Germany).

a. In accordance with the Exchange of Notes (dated 27 Mar 98) in implementation of Articles 72 and 73 of the German Supplementary Agreement (SA) to a NATO SOFA, Non-German citizens of a NATO member country who perform services on Government contracts shall not start work in Germany without one of the following:

- \* Technical Expert Status (TES) accreditation
- \* Troop Care Status (TCS) accreditation
- \* German work permit or compliance with European Union member nation exchange laws and regulations
- \* Certificates of limited tax liability and a German work permit
- \* Exemption from German work permit ("fax back")

b. Technical Expert Status (TES) Accreditation. The contractor employee has been granted TES accreditation from the German authorities prior to commencing work in Germany.

(1) TES requires a twofold approval. After notification of a contract award with a request for TES, the German Government reviews the specific contract position descriptions for accreditation. Individual employees are then submitted for evaluation for TES. TES employees, filling an approved Technical Expert (TE) position are:

(i) Exempt from German income taxation unless tax liability is determined by German tax officials in accordance with Article X of the NATO SOFA (its supplemental agreements and exchanges of notes), and

(ii) Eligible, on the basis of this employment, for individual logistics support (ILS)

(iii) Exempt from German work and residence permit requirements

(2) When seeking TES accreditation, the contractor shall submit a Contract Notification and TES application package for all employees for which TES is sought.

(3) A 10-week temporary TES may be granted by the U.S. Government for purposes of Military Exigency (ME).

(i) ME is granted solely for the purpose of permitting individual contractor employees, who upon initial review of the application appear to meet the requirements of TES, to begin working in Germany prior to TES accreditation.

(ii) Contractor employees working in Germany by means of an ME determination are:

(A) Exempt, on a provisional basis, from German income taxation unless tax liability is determined by German tax officials in accordance with Article X of the NATO SOFA (its supplemental agreements and exchanges of notes), and

(B) Are eligible, on the basis of this employment, for ILS

(iii) To request ME, the contractor shall submit a Contract Notification and TES application package for any individual contractor employees.

(iv) While working under ME authority, if the German government denies the TES application for an individual employee; or denies TE accreditation of the contractor employee's position or contract, then the contractor employee will be:

(A) Subject to German income taxation from the date work began in Germany, and

(B) Are ineligible, on the basis of this employment, for ILS, and

(C) Subject to German work and residence permit requirements.

c. Troop Care Status (TCS) Accreditation. The contractor employee has been granted TCS accreditation from the German authorities prior to commencing work in Germany.

(1) When seeking TCS accreditation, the contractor will submit a Contract Notification and TCS application package for all employees for which TCS is sought.

(2) Analytical Support is a subset of TC.

(3) Information Technology Services is a subset of TC.

(4) TCS accredited employees, filling an approved Troop Care (TC) position on a TC approved contract, are:

(i) Exempt from German income taxation unless tax liability is determined by German tax officials in accordance with Article X of the NATO SOFA (its supplemental agreements and exchanges of notes), and

(ii) Are eligible, on the basis of this employment, for ILS; or

d. German Work Permit. For contractor employees who do not qualify for TES/TCS, the contractor employee has been issued proper work permits by the German authorities prior to the contractor employees commencing work in Germany.

(1) Individuals working in Germany by means of a work permit are:

(i) Subject to German income taxation, and

(ii) Are ineligible, on the basis of this employment, for ILS

(2) The approval and application process for work permits is established by the German Government;  
or

e. Certificates of Limited Tax Liability and a German Work Permit. The contractor has ensured that contract employees have been issued certificates of limited tax liability and a work permit issued by the German authorities prior to the contractor employees commencing work in Germany.

(1) Contractor employees working in Germany under this arrangement are:

(i) Subject to German income taxation, and

(ii) Are ineligible, on the basis of this employment, for ILS

(2) The approval and application process for work permits is established by the German Government;  
or

f. Exemption From German Work Permit ("Fax Back"). The contractor has ensured that contract employees have issued an exemption from work permit, "fax back," by the German authorities prior to the contractor employees commencing work in Germany.

(1) Individuals working in Germany by means of a work permit exemption are:

(i) Exempt for no more than 90 calendar days per year (continuous or non-continuous), from German income taxation, and

(ii) Are ineligible, on the basis of this employment, for ILS.

(2) The approval and application process for exemptions from work permits is established by the German Government.

g. The contractor shall identify and submit a list to the Contracting Officer of all positions for which TES accreditation is sought and the applicable position description for each of the positions with the contractor's proposal/bid. The contractor shall only submit positions that meet the criteria set forth in Articles 72 and 73. In the event that any or all positions identified in the contractor's proposal are disapproved after contract award, the contract price shall not be subject to adjustment.

h. The following is TES guidance from the Exchange of Notes (dated 27 Mar 98) implementing the Provisions of the German Supplementary Agreement to the NATO SOFA (NATO SOFA SA). The German TES accreditation process is less objective than TCS. The following information extracted from the SA is provided only as a guide and is not to be interpreted as objective criteria.

(1) The following are examples of persons who are not technical experts:

(i) Administrative support and clerical personnel to include white collar employees in budgeting and accounting, general office workers, and hotel and billeting personnel;

(ii) Sales representatives and service technicians for non-military equipment such as telephones, fax machines and copy machines;

(iii) Automobile sales representatives;

(iv) Secretaries, clerk-typists, computer workstations operators, and draftsmen;

(v) Automotive, aircraft, electrical, and similar mechanics or technicians unless covered in (h)(2)(i), (ii), or (iv);

(vi) Electricians, plumbers, painters, masons, carpenters, and similar skilled workers;

(vii) Unskilled and semi-skilled workers to include warehouse workers, forklift operators, drivers, and helpers;

(viii) Customs control inspectors/specialists;

(ix) Supply clerks and technicians.

(2) For purposes of applying Article 73 of the NATO SOFA SA, the term “technical expert” shall refer to a person with a high degree of skill or knowledge for the accomplishment of complex tasks of a technical military nature, or of a technical scientific nature, as distinguished from routine mental, manual or physical processes. The skill and knowledge must have been acquired through a process of higher education, or through a long period of specialized training and experience. Personnel normally classified as blue collar shall not normally be considered to be technical experts, within the meaning of Article 73 of the NATO SOFA SA. The same is true for skilled workers, as well as for crafts and trades occupations. The following are examples of persons who maybe determined technical experts within the meaning of Article 73 of the NATO SOFA SA:

(i) Technicians responsible for complicated repairs, complicated re-engineering of equipment and components, or unprecedented and complicated application of the equipment if these technicians have specific knowledge clearly exceeding the knowledge conveyed within the scope of normal vocational training;

(ii) The top manager of a contract involving substantial use of technical experts within the meaning of Article 73 of the NATO SOFA SA and those directly subordinate managers responsible for technical as opposed to administrative functions;

(iii) Computer software engineers;

(iv) Technicians responsible for the maintenance of aircraft, combat vehicles and weapons systems and who must apply knowledge of combat applications of this equipment, this however not extending to routine maintenance;

(v) Former officers, whose technical military skill or technical military knowledge are required for the performance of their work in addition to their other technical skills. As a matter of exception, this shall also apply to former non-commissioned officers who, under military training conditions, work closely together with soldiers on equipment used for the simulation of tactical combat conditions.

## **H.17 PHASE-IN/PHASE-OUT SERVICES REQUIRED**

a. Due to the nature of the work being performed under this contract, there will always be projects or tasks in various stages of completion at the termination of any contract period. Due to the criticality of not interrupting the progress of testing or development of these projects, it is essential that provisions be made to provide for a smooth transition of work in progress from the incumbent to the successor contractor.

b. Pursuant to FAR Clause 52.237-3 “Continuity of Services” (Jan 1991) (Section I), the incumbent contractor is required to furnish phase-in/phase-out services and to exercise its best efforts and cooperation to effect an orderly and efficient transition to its successor.

c. Within two weeks of award of this contract, the contractor shall meet with the incumbent contractor (s) and cooperate to formulate and effect an orderly phase-in/phase-out of all work in progress pursuant to the provisions of the current contract (s) and the award of any subsequent contract (s); the same requirement will exist for the contractor (s) herein (who will then be the incumbents) to effect an orderly phase-in/phase-out with its successor.

## **H.18 CONTRACTOR PURCHASING PROCEDURES**

Contractor purchase of parts, supplies, or materials and services shall be limited to those incidental to or required for contractor performance and shall be processed as follows:

- a. Prior written approval of the Contracting Officer shall be required when the aggregate purchase amount exceeds \$10,000. Purchases require a minimum of three quotations. In the event the contractor elects to purchase from other than the low quotation, justification (e.g., advantageous delivery for urgent item) shall be provided with the purchase request.
- b. When the aggregate purchase is not in excess of the micro-purchase threshold of \$3,000, the contractor may make the purchase without securing competitive quotations if the contractor determines the price to be fair and reasonable. The contractor shall consider the administrative cost of verifying price reasonableness for such purchases.
- c. Noncompetitive purchase requests requiring the approval of the Contracting Officer shall include a justification for other than full and open competition. The justification shall include the analysis and basis for determination that the price is fair and reasonable.
- d. All purchase requests which require the approval of the Contracting Officer shall include quotations received, determination of fair and reasonable price with supporting rationale, and any justifications required by the procedures set forth herein. Such purchase requests shall be forwarded to the COR for review and an approval/disapproval recommendation. The COR will forward the purchase requests recommended for approval to the Contracting Officer for review and final approval determination.
- e. The contractor is required to include all costs associated with the purchase in the purchase order (e.g., freight, taxes, material handling costs etc.). Failure to include these associated costs in the purchase order will be reflected unfavorably in the award fee analysis.
- f. The Contracting Officer shall, upon contract award, provide the contractor with written authorization to acquire parts, supplies, and materials from Federal supply sources in accordance with the contract clause entitled “Federal Supply Sources.” Such acquisitions shall be processed in accordance with FAR Part 51. Prior to the contractor receiving a requirement for purchasing of parts, supplies, and materials, Government personnel will review the Federal supply sources for availability. Purchases from commercial sources may be accomplished only when the part, supplies, or materials are not available from Federal supply sources. The Government will provide documentation to the contractor that the Federal supply sources were checked. All purchase requests from commercial sources shall be annotated to the effect that the Federal supply sources have been screened and the parts, supplies, or materials are not available.
- g. The contractor shall comply with Inspector General Instruction 7950.1 (Acquisition of Information Technology Resources) found in Appendix C of Section C for the acquisition of automatic data processing supplies and equipment.

- h. Forms and formats for effecting the procedures set forth herein shall be mutually agreed upon subsequent to contract performance.
- i. The contractor shall maintain records of all purchases and such records shall be made available for review by the Contracting Officer or representative in accordance with the contract clause entitled “Audit of Records- Negotiation,” 52.215-2 (March 2009).
- j. Purchases subject to the contract clause entitled “Subcontracts,” 52.244-2 ALT I (June 2007), shall be processed in accordance with the requirements to that clause.
- k. All property acquired by the contractor and for which the Government reimburses the contractor, becomes Government property upon receipt by the contractor and shall be returned to the Government upon request or by contract termination. All contractor property shall be clearly marked to identify it as contractor property and not Government property.
- l. The contractor shall be reimbursed for materials, if they are directly required for the contractor’s performance under the terms of this contract, on the basis that the purchases are allowable, allocable, and reasonable. Purchase of equipment, materials, and/or acquired/leased facilities for specific tasks shall require prior approval from the Contracting Officer for individual purchases over \$10,000. Neither this contract nor the FAR covers every element of cost. Lack of specific reference to an item of cost in this contract or the FAR does not mean that the cost is either allowable or not allowable. The determination of allowability shall be based on the principles of the FAR, the contract, and the Contracting Officer’s approval. The contractor is encouraged to contact the Contracting Officer prior to purchasing reimbursable items that are not specifically addressed in the contract to determine if the items are allowable and should be purchased on the contract.

## **H.19 GOVERNMENT/CONTRACTOR MEETINGS**

The contractor or the Government may initiate and convene In-Process Reviews (IPR) on an as-required basis or as specified by individual tasks. An IPR may be initiated to review a specific task, contract, or all contracts depending on contract requirements. The intent of the IPR process is to encourage more effective contract communication. An IPR can be used to highlight contractor successes, best practices, and JITC mission development. IPRs that focus only on Government or contractor failure are counter-productive to the partnering initiative contained in this acquisition.

## **H.20 SECURITY REQUIREMENTS**

a. This contract requires access to and handling of classified defense material up to and including TOP SECRET and Sensitive Compartmented Information (SCI) as set forth in Attachment 1, to Section J, DD Form 254, Department of Defense Contract Security Classification Specification (Reference Handbook for Sensitive Compartmented Information Contracts, HQ USAINSCOM, CSE, 1 Sep 98 or current edition). A TOP SECRET facility clearance is required at the time of performance.

b. The contractor is not required to provide a Sensitive Compartmented Information Facility (SCIF). The Government will provide access to a SCIF when required by an individual task. Access to SCI requires a favorably completed Single Scope Background Investigation, issuance of a final TOP SECRET security clearance, and SCI eligibility determination. Names of contractor personnel requiring access to SCI shall be submitted to the SCI Contract Monitor for approval.

c. The contractor shall provide sufficient personnel with the required security clearances to perform the work identified in the contract or as specified in individual tasks. The personnel shall be cleared or clearable U.S. citizen personnel in accordance with the Section I clause entitled "Security Requirements."

d. Visit requests will be processed in accordance with Chapter 6, DoD 5220.22-M, National Industrial Security Program Operating Manual (NISPOM). Visit requests shall be forwarded through the Contracting Officer's Representative (COR) to the activity to be visited with an information copy to the Contracting Officer.

e. In addition to the requirements of Section I clause entitled "Security Requirements", the contractor shall appoint a Security Officer who shall 1) be responsible for all security aspects of the work performed under this contract, 2) assure compliance with DoD 5220.22-M, 3) assure compliance with any written instructions from the Contracting Officer's Security Representative (SCI Contract Monitor), and 4) provide a formal report of any security violations to the Contracting Officer or COR within 24 hours of occurrence.

f. Contractor personnel not requiring a personnel security clearance, but performing Information Technology (IT) sensitive duties, are subject to investigative and assignment requirements IAW AR 380-67, Personnel Security Program, and affiliated regulations. Contractor personnel assigned to a task which requires a password to obtain access to use computer resources shall require a National Agency Check (NAC) processed through and conducted by the contractor's supporting Defense Investigative Services Contract Office (DISCO).

g. Contractor personnel who require access to classified information shall have a security clearance commensurate with the level of classified information accessed. Contractor personnel involved with systems that process classified information shall have a security clearance commensurate with the highest level of classified information and most restrictive category of information processed or contained in the system. Special access(s) shall be required as delineated by tasks, i.e., Special Intelligence, Single Integrated Operation Plan-Extremely Sensitive Information (SIOP-ESI), etc. Occasional delays in obtaining authorization for access to those areas or escort to a work site may be anticipated.

## **H.21 AWARD FEE**

**Incentive structure is still being considered.**

## **H.22 OTHER SERVICES**

The contractor may be required to acquire other services falling within the scope of this contract. Examples include subject matter experts, instructors, and other technical and scientific specialties. Acquisition of other services shall have prior Contracting Officer approval, regardless of dollar amount of the purchase or whether the contractor's purchasing procedures are approved by DCAA. The provision entitled, CONTRACTOR PURCHASING PROCEDURES applies.

## **H.23 TRAVEL**

The contractor may be required to travel CONUS/OCONUS in performance of the contract. Travel costs will be reimbursed in accordance with the Joint Travel Regulations. All travel costs exceeding the JTR statutory limitations shall be approved by the Contracting Officer or designated representative prior to travel date. Travel is considered work hours when the travel is performed for official duties. Travel hours will be reimbursed for TDY trips, excluding regular meal periods and rest periods. Layovers are considered work hours unless the layover includes a rest period. Regular meal periods and rest and recovery time are not allowable costs.

## H.24 TRAINING

a. The Contractor is responsible for training/enhancing the technical and management skills and capabilities of its employees. Contractor personnel must possess the minimum training requirements to meet the personnel qualifications for which they were hired and to perform the work to which they are assigned. The Contractor shall anticipate training that is required to maintain technical proficiencies. The Government may elect to pay for training on technology enhancement and unanticipated technologies. Specific training may be required on individual tasks, which must be authorized by the Contracting Officer prior to performance on the task. If the Government provides funding for the training and the contractor employee is transferred or resigns prior to the last day of the obligation time period noted in the chart below, the Contractor will reimburse the Government for 100% of those training costs. The Government may decline reimbursement of training costs depending on extenuating circumstances on a case-by-case basis.

REIMBURSEMENT CHART

TRAINING COSTS	OBLIGATION TIME PERIOD
Below \$5,000	90 calendar days
\$5,000- 10,000	180 calendar days
Above \$10,000	1 calendar year

b. The contractor is responsible for completing DOD, DISA, JITC and local post mandated training requirements in performance of the contract. The following training is required within 60 days of employment and at least annually thereafter by all contractors and subcontractors. The contractor is responsible for ensuring its employees meet these training requirements. Training is completed through DISA's on-line Corporate Management Information System (CMIS.)

- (1) Security Awareness Training – initial session is face-to-face and required upon arrival/hire. Refresher training is available thereafter starting one year from initial training date.
- (2) Antiterrorism/Force Protection (AT/FP) Briefing, by an AT Level II certified briefer or via JITC approved on-line training source
- (3) Counterintelligence (CI)
- (4) Information Assurance (IA) Briefing
- (5) Personally Identifiable Information (PII) training.
- (6) Phishing
- (7) Pandemic Flu

c. Contractor individuals who are assigned JITC property custodian duties are required to complete the following Defense Acquisition University (DAU) courses which are available on line at <https://learn.dau.mil/html/login/login.jsp>:

- (1) Foundations of Government Property (CLM039) Course
- (2) Fiscal and Physical Accountability and Management of DoD Equipment (CLM047) Course
- (3) Proper Financial Treatment for Military Equipment (PFAT4ME)(CLM040) Course
- (4) Audit Readiness Requirements for DoD Equipment (CLM048) Course
- (5) Physical Inventories (CLM037) Course

d. Contractor individuals who drive GSA vehicles on Fort Huachuca, AZ, are required to complete the following:

- (1) The Accident Avoidance Course, which is available online at [www.lms.army.mil](http://www.lms.army.mil)
- (2) Obtain a Letter signed by the JITC Commander giving them authorization to drive the GSA vehicles. FSOs should forward names of contractor GSA vehicle drivers to the JITC Training Team, who will coordinate obtaining the Commander's authorization.
- (3) Obtain a DA form 348 and OF 346 from Fort Huachuca's Troop Motor Pool (TMP). The TMP will require a copy of the Accident Avoidance course completion certificate and the JITC Commander's authorization.

e. Training is available on-line and information about classroom sessions, links to current training sources, and completion instructions can be found on the \_Training Calendar.



f. Individuals should provide completion certificates to their FSO to receive credit for training unless otherwise directed by the JITC Training Office. FSOs are responsible for entering completion dates into the JITC training database for their employees for all required training.

g. Training exceptions:

- Foreign nationals and individuals without a clearance are not cleared to take the SECRET NOFORNCI on-line training.
- Foreign nationals and individuals without a clearance may not complete any CI training courses.
- Individuals without access to the DISAnet do not need to take the IA, PII, Phishing, Pandemic Flu, or CI training. However, are required to take the Security Awareness training which is available in hardcopy format from the FSO or JITC Security Office.

All excepted employees should be identified as such in the training database, FSOs should provide a list of exempt employees for each training requirement to the "JITC Training Team" mailbox for verification and entry into the training database on a quarterly basis.

## **H.25 INSTALLATION OR JITC CLOSURE**

The contractor shall not bill direct hours to the contract for hours not worked due to installation closures for inclement weather such as hurricanes, tornadoes, snow, earthquakes, and floods etc. The contractor should check the local sites' installation commander and publicized public affairs dissemination for installation closure information during instances of inclement weather. The contractor shall be responsible for notifying its employees of installation closures.

## **H.26 KEY PERSONNEL**

a. The contractor shall notify the Contracting Officer prior to making any changes in key personnel. When proposing or substituting key personnel, the contractor shall provide the Contracting Officer documentation verifying the individual's security clearance, and any other pertinent information. For substitutions, also provide a detailed explanation of circumstances necessitating the substitution.

c. Key Personnel identified are:

- 1) Program Manager(s)

## **H.27 DEFENSE PRIORITY RATING FOR NATIONAL DEFENSE**

a. In accordance with Solicitation Clause FAR 52.211-14 Notice of Priority Rating for National Defense, Emergency Preparedness (Apr 2008), this contract is rated DO – A7 (defense electronics programs), certified for national defense use under the Defense Priorities and Allocations System (DPAS – 15 CFR 700).

b. In accordance with CFR 700.12, an IDIQ contract may provide for the furnishings of items within a stated period against specific tasks. The task must specify a required performance period to be considered a rated order. It is effective the date issued to the contractor and not the date of the original procurement document.

c. The following language will be inserted into all Form 1's processed by the Government that are subject to a DPAS rating.

“This is a rated order certified for national defense use, and you are required to follow all provisions of the Defense Priorities and Allocations Systems Regulation (15 CRF 700).”

## **H.28 OMBUDSMAN**

Per 16.505(b)(5), an ombudsman must be designated in task and delivery order, multiple-award contracts. The ombudsman reviews complaints from contractors and ensures they are afforded a fair opportunity to be considered. The ombudsman for this contract is located at:

Defense Information Systems Agency  
Procurement Directorate  
Defense Information Technology Contracting Organization (PLD)  
Attn: Gerry A. Jordan, Agency Task and Delivery Order Ombudsman  
PO Box 4502  
Arlington, VA 22204-4502

## **H.29 CONTRACT ADMINISTRATIVE REPORTING REQUIREMENTS**

a. This clause sets out administrative reporting requirements for a Monthly Status Report, Labor Category /Award Fee Detail Report (LCDR), Report of Unapproved TEPs, Semi-annual Award Fee Pool Report, JMIS, Overtime Report, Invoice Summary Report, Small Business Report and Deviation of Labor Category Rates Report. This provision includes: i) preparation of monthly progress reports; ii) collection, tracking and reporting of resource information; and iii) award fee self-assessment and briefing to the Government, if applicable.

b. Reports and reporting criteria: Unless otherwise stated all reports listed in this provision are to be submitted in electronic media. Contractor will be provided a “Reports” subdirectory on the LAN. As an indication the report has been delivered, the contractor will provide email notification to the COR each time reports for a particular period are placed on the LAN. Email acknowledgement from the COR to the contractor indicates receipt of the report. Reports include:

1) Monthly Status Report (MSR): The MSR is used to report task execution status and progress. The MSR is composed of two parts, narrative and financial.

a) Narrative: The contractor will provide a narrative MSR within JPAS for each active task not later than the tenth (10<sup>th</sup>) working day following the end of each calendar month. The narrative MSR will address performance for the period covered by the previous calendar month. The contractor should make every effort practical to see that invoicing occurs promptly, to minimize the lag time between reporting performance and invoicing. The narrative MSR will contain the progress, accomplishments, and problems for the reporting period as well as projected milestones for future periods. The MSR must include a recap of any labor categories and levels actually used from the approved TEP.

b) Financial: The financial portion of the MSR report is derived from the files submitted by each contractor and approved in a pre-validation process in JPAS during the month. The files will be in a format provided by the government. Data required includes the labor category, name of personnel and hours worked on each task, and also total dollars and labor hours, overtime, ODCs and travel cost. Instructions for importing data will be provided separately.

2) Labor Category / Award Fee Detail Report (LCDR): Contractor will provide a LCDR within ten (10) working days following end of month, in a format provided by the government. Contractor will account for all award fee hours from the prime and team member subcontractors. All direct labor hours that are eligible for award fee will be included in the award fee hours pool column. Only the prime and team member subcontractor’s labor hours directly related to a task are eligible for award. Subcontractors performing under Other Direct Costs are not eligible for award fee. TEP preparation labor hours are not

eligible for award fee. On-site is identified as any work that is performed in a Government facility, regardless of location. Off-site is defined as any work that is performed in a contractor facility. The LCDR will include formats based on two locations: Ft. Huachuca (on/off site), and Indian Head & all other locations (on/off site). The report will be prepared in Microsoft Excel and submitted in landscape format. The report will include totals for all applicable columns. Exempt and nonexempt labor categories may be combined on the same report, with totals by location.

3) Report of Unapproved TEPs: Contractor will submit, within ten (10) working days following end of the month, a report of inactive TEPs. A TEP that has been submitted by the contractor, but not approved by the government within 30 calendar days of submission, will be considered inactive. The COR will work with the government Action Officer to get approval or disapproval of TEP.

4) Semi-annual Award Fee Pool Report: This report is to be submitted within ten (10) working days following the end of an award fee evaluation period. Contractor will provide a table that calculates the potential award fee pool by multiplying the actual hours worked for each labor category by the award fee bid rate contained in the contract.

5) JITC Management Information System (JMIS):: The contractor shall maintain JMIS database for visit authorization status requests of each employee (both prime and team member subcontractors). The information will be placed in JMIS located on the DISANET. Only designated contractor personnel, the CORs, and the Security Office will have access to the files. Detailed instructions for maintaining the data will be provided separately by the COR.

6) Overtime Report: The contractor will submit a monthly report listing any non-exempt employees who worked more than 40 hours per week in the previous month. Employees who are working on an approved alternate work schedule should be reported for hours worked in excess of their approved schedule for the entire pay period rather than a 40-hour week. The report should include the employee name, all tasks the employee worked on during the period, and **ONLY THE NUMBER OF OVERTIME HOURS** worked per task

7) Invoice Summary Report: The contractor will submit a report in Microsoft Word within ten (10) working days following the end of the month providing the dates for the actual period covered by invoices submitted and posted in JPAS. If the period differs by subcontractor, include a table showing the dates through which each subcontractor has billed. Any delays or problems in invoicing should be noted on this report, along with measures being taken to correct them. The report will be prepared following the sample at Attachment 8 to Section J entitled, "Invoice Summary Report".

8) Small Business Report: This report is to be submitted within ten (10) working days following the end of an award fee evaluation period. The report will be prepared following the sample at Attachment 8 to Section J entitled, "Small Business Report".

9) Deviation of Labor Category Rates Report: Within 10 working days after each award fee period ends, the contractor shall submit to the Contracting Officer and COR a report comparing the proposed labor category bid rates to the actual labor rates invoiced. The purpose of this report is to provide the Government information on how closely the contractor is remaining within the labor rates proposed on the contract. This report applies to cost reimbursable tasks only. Each labor category proposed and used on a task during the award fee evaluation period will be included in the report. The report will identify the labor category used during the period by comparing its proposed labor rate to the actual labor rate invoiced for the category. The report must identify the dollar difference and percentage rate difference for each labor category. Plus, the report must provide the average dollar difference summed for all labor categories and the average percentage difference summed for all labor categories.

### **H.30 COMMON ACCESS CARD PROCEDURES:**

Common Access Card (CAC) Contractor Verification System (CVS) is a secure web-based application on the CAC for applicable DoD contractors. The application for CVS is located in JMIS on the DISANET. Only designated contractor personnel, the CORs, and the Security Office will have access to the file. Detailed instructions for application process and maintaining the data will be provided separately by the COR.

### **H.31 SECTION 508 COMPLIANCE REQUIREMENTS.**

All Electronic and Information Technology (EIT) procured through this contract must meet the following applicable accessibility standards at 36 CFR 1194, unless an exception to this requirement exists. 36 CFR 1194 implements Section 508 of the Rehabilitation Act of 1973, as amended, and is viewable at <http://www.section508.gov>.

### **H.32 PROTECTION OF HEALTH INFORMATION (TRICARE TASKS ONLY)**

**Protection of Health Information.** The contractor shall establish appropriate administrative, technical, and physical safeguards to protect any and all Government data, to ensure the confidentiality, integrity, and availability of Government data.

- 1.1 Health Insurance Portability and Accountability Act (HIPAA).** The contractor shall comply with the Health Insurance Portability and Accountability Act of 1996 (HIPAA) (P.L. 104-191) requirements, specifically the administrative simplification provisions of the law, as well as the Department of Defense (DoD) 6025.18-R, "DoD Health Information Privacy Regulation," January, 2003. This includes the Standards for Electronic Transactions, the Standards for Privacy of Individually Identifiable Health Information and the Security Standards. It is expected that the contractor shall comply with all HIPAA-related rules and regulations as they are published and as TMA requirements are defined (including identifiers for providers, employers, health plans, and individuals, and standards for claims attachment transactions).
- 1.2 Systems of Record:** In order to meet the requirements of 5 U.S.C. 552a, the Privacy Act of 1974, contractors shall assist the TMA Privacy Office in completing a Privacy Act System of Records Notice for collections of records where information in identifiable form is retrieved. The contractor will also comply with the requirements in Office of Management and Budget (OMB) Circular A-130, in the DoD Directive 5400.11, "DoD Privacy Program," May 8, 2007, and in the DoD 5400.11-R, "Department of Defense Privacy Program," May 14, 2007. The contractor shall work with the government point of contact to identify Privacy Act System of Records that are maintained or operated for TMA. Completed System of Records Notice formats for the applicable systems should be sent to the TRICARE Management Activity (TMA) Privacy Office at [sormail@tma.osd.mil](mailto:sormail@tma.osd.mil).
- 1.3 Privacy Impact Assessment:** The contractor shall provide for the completion of a Privacy Impact Assessment (PIA) for any applicable system that maintains protected health information (PHI) or individually identifiable Information (III) on TRICARE beneficiaries and that retrieves such III through the use of personal identifiers. The PIA will be prepared according to the DoD PIA format, which is specified in the "DoD Privacy Impact Assessment (PIA) Guidance," dated 28 October 2005. Completed PIAs will be sent to the TRICARE Management Activity (TMA) Privacy Office at [pia@mail@tma.osd.mil](mailto:pia@mail@tma.osd.mil)

**1.4 Data Use Agreement (DUA):** A Data Use Agreement (DUA) is a contractual agreement between outside entities and the DoD to ensure that PHI or III is used appropriately and is not disclosed to unauthorized individuals or organizations. Any contractor, non-DoD-organization, or non-DoD Agency requesting a data extraction from systems belonging to the Military Health System (MHS) should formally request a DUA, which must be approved by the HA/TMA Privacy Officer, in accordance with the requirements of the HIPAA Privacy Rule and the DoD 6025.18-R C8. To begin the DUA request process, contact [duamail@tma.osd.mil](mailto:duamail@tma.osd.mil). Additionally, the requestor or custodian must also complete an M2 Password Authorization form. DUAs are active for one year, after which the contractor must submit a renewal request or provide a Certificate of Data Destruction (CDD) to the TMA Privacy Office.

**1.5 Business Associates Agreement:** The following clause may be included in contracts between DoD and Non-DoD entities that involve protected health information:

#### Introduction

IAW DOD 6025.18R "Department of Defense Health Information Privacy Regulation" the contractor meets the definition of Business Associate. Therefore, a Business Associate Agreement is required to comply with both the Health Insurance Portability and Accountability Act (HIPAA) Privacy and Security regulations. This clause serves as that agreement whereby the contractor agrees to abide by all applicable HIPAA Privacy and Security requirements regarding health information as defined in this clause, and DOD 6025.18R, as amended. Additional requirements will be addressed when implemented.

(a) *Definitions.* As used in this clause generally refer to the Code of Federal Regulations (CFR) definition unless a more specific provision exists in DOD 6025.18R.

*Individual* has the same meaning as the term "individual" in 45 CFR 164.501 and 164.103 and shall include a person who qualifies as a personal representative in accordance with 45 CFR 164.502(g).

*Privacy Rule* means the Standards for Privacy of Individually Identifiable Health Information at 45 CFR part 160 and part 164, subparts A and E.

*Protected Health Information* has the same meaning as the term "protected health information" in 45 CFR 164.501, limited to the information created or received by The contractor from or on behalf of The Government.

*Electronic Protected Health Information* has the same meaning as the term "electronic protected health information" in 45 CFR 160.103.

*Required by Law* has the same meaning as the term "required by law" in 45 CFR 164.501 and 164.103.

*Secretary* means the Secretary of the Department of Health and Human Services or his/her designee.

*Security Rule* means the Health Insurance Reform: Security Standards at 45 CFR part 160, 162 and part 164, subpart C.

Terms used, but not otherwise defined, in this Agreement shall have the same meaning as those terms in 45 CFR 160.103, 164.501 and 164.304.

(b) The contractor agrees to not use or further disclose Protected Health Information other than as permitted or required by the Contract or as Required by Law.

(c) The contractor agrees to use appropriate safeguards to prevent use or disclosure of the Protected Health Information other than as provided for by this Contract.

(d) The contractor agrees to use administrative, physical, and technical safeguards that reasonably and appropriately protect the confidentiality, integrity, and availability of the electronic protected health information that it creates, receives, maintains, or transmits in the execution of this Contract.

(e) The contractor agrees to mitigate, to the extent practicable, any harmful effect that is known to the contractor of a use or disclosure of Protected Health Information by the contractor in violation of the requirements of this Contract.

(f) The contractor agrees to report to the Government any security incident involving protected health information of which it becomes aware.

(g) The contractor agrees to report to the Government any use or disclosure of the Protected Health Information not provided for by this Contract of which the contractor becomes aware of.

(h) The contractor agrees to ensure that any agent, including a subcontractor, to whom it provides Protected Health Information received from, or created or received by the contractor on behalf of the Government agrees to the same restrictions and conditions that apply through this contract to the contractor with respect to such information.

(i) The contractor agrees to ensure that any agent, including a subcontractor, to whom it provides electronic Protected Health Information, agrees to implement reasonable and appropriate safeguards to protect it

(j) The contractor agrees to provide access, at the request of the Government, and in the time and manner designated by the Government to Protected Health Information in a Designated Record Set, to the Government or, as directed by the Government, to an Individual in order to meet the requirements under 45 CFR 164.524.

(k) The contractor agrees to make any amendment(s) to Protected Health Information in a Designated Record Set that the Government directs or agrees to pursuant to 45 CFR 164.526 at the request of the Government or an Individual, and in the time and manner designated by the Government.

(l) The contractor agrees to make internal practices, books, and records relating to the use and disclosure of Protected Health Information received from, or created or received by the contractor on behalf of, the Government, available to the Government, or at the request of the Government to the Secretary, in a time and manner designated by the Government or the Secretary, for purposes of the Secretary determining the Government's compliance with the Privacy Rule.

(m) The contractor agrees to document such disclosures of Protected Health Information and information related to such disclosures as would be required for the Government to respond to a request by an Individual for an accounting of disclosures of Protected Health Information in accordance with 45 CFR 164.528.

(n) The contractor agrees to provide to the Government or an Individual, in time and manner designated by the Government, information collected in accordance with this Clause of the Contract, to permit the Government to respond to a request by an Individual

for an accounting of disclosures of Protected Health Information in accordance with 45 CFR 164.528.

#### General Use and Disclosure Provisions

Except as otherwise limited in this Agreement, the contractor may use or disclose Protected Health Information on behalf of, or to provide services to, the Government for treatment, payment, or healthcare operations purposes, in accordance with the specific use and disclosure provisions below, if such use or disclosure of Protected Health Information would not violate the Privacy Rule, the Security Rule or DOD 6025.18R if done by the Government.

#### Specific Use and Disclosure Provisions

(a) Except as otherwise limited in this Agreement, the contractor may use Protected Health Information for the proper management and administration of the contractor or to carry out the legal responsibilities of the contractor.

(b) Except as otherwise limited in this Agreement, the contractor may disclose Protected Health Information for the proper management and administration of the contractor, provided that disclosures are required by law, or the contractor obtains reasonable assurances from the person to whom the information is disclosed that it will remain confidential and used or further disclosed only as required by law or for the purpose for which it was disclosed to the person, and the person notifies the contractor of any instances of which it is aware in which the confidentiality of the information has been breached.

(c) Except as otherwise limited in this Agreement, the contractor may use Protected Health Information to provide Data Aggregation services to the Government as permitted by 45 CFR 164.504(e)(2)(i)(B).

(d) Contractor may use Protected Health Information to report violations of law to appropriate Federal and State authorities, consistent with 45 CFR 164.502(j)(1).

#### Obligations of the Government

##### Provisions for the Government to Inform the contractor of Privacy Practices and Restrictions

(a) Upon request the Government shall provide the contractor with the notice of privacy practices that the Government produces in accordance with 45 CFR 164.520, as well as any changes to such notice.

(b) The Government shall provide the contractor with any changes in, or revocation of, permission by Individual to use or disclose Protected Health Information, if such changes affect the contractor's permitted or required uses and disclosures.

(c) The Government shall notify the contractor of any restriction to the use or disclosure of Protected Health Information that the Government has agreed to in accordance with 45 CFR 164.522.

#### Permissible Requests by the Government

The Government shall not request the contractor to use or disclose Protected Health Information in any manner that would not be permissible under the Privacy Rule if done by the Government, except for providing Data Aggregation services to the

Government and for management and administrative activities of the contractor as otherwise permitted by this clause.

#### Termination

(a) Termination. A breach by the contractor of this clause, may subject the contractor to termination under any applicable default or termination provision of this Contract.

(b) Effect of Termination.

(1) If this contract has records management requirements, the records subject to the Clause should be handled in accordance with the records management requirements. If this contract does not have records management requirements, the records should be handled in accordance with paragraphs (2) and (3) below

(2) If this contract does not have records management requirements, except as provided in paragraph (3) of this section, upon termination of this Contract, for any reason, the contractor shall return or destroy all Protected Health Information received from the Government, or created or received by the contractor on behalf of the Government. This provision shall apply to Protected Health Information that is in the possession of subcontractors or agents of the contractor. The contractor shall retain no copies of the Protected Health Information.

(3) If this contract does not have records management provisions and the contractor determines that returning or destroying the Protected Health Information is infeasible, the contractor shall provide to the Government notification of the conditions that make return or destruction infeasible. Upon mutual agreement of the Government and the contractor that return or destruction of Protected Health Information is infeasible, the contractor shall extend the protections of this Contract to such Protected Health Information and limit further uses and disclosures of such Protected Health Information to those purposes that make the return or destruction infeasible, for so long as the contractor maintains such Protected Health Information.

#### Miscellaneous

(a) Regulatory References. A reference in this Clause to a section in DOD 6025.18R, Privacy Rule or Security Rule means the section as in effect or as amended, and for which compliance is required.

(b) Survival. The respective rights and obligations of Business Associate under the "Effect of Termination" provision of this Clause shall survive the termination of this Contract.

(c) Interpretation. Any ambiguity in this Clause shall be resolved in favor of a meaning that permits the Government to comply with DOD 6025.18R, Privacy Rule or Security Rule.

### **H.33 CLOSEOUT TEP REQUIREMENTS**

Contractor shall submit a closeout TEP for each awarded task within 45 calendar days after completion of task if actual cost incurred is not within 10% of the approved TEP value. Completion of task is the end of the task period of performance to include base, option, or stop work. Closeout TEP needs to include the contractor's best estimate of cost incurred during the performance period covered under the task. Cost of preparing the closeout TEP shall be included in original TEP estimate. The contractor will be allowed to bill additional costs (trailing) up to the task's Legal Liability. Contractor may request a closeout TEP



waiver to this requirement; however, it will be considered on a case-by-case basis in coordination with JITC. Closeout TEP waiver request must be submitted through the JITC COR with final approval by the Contracting Officer.

#### **H.34 TRICARE (TMA) TASK REQUIREMENTS:**

Before any order is issued to perform work in support of TMA task the following must take place:

The Defense Information Technology Contracting Office (DITCO) Contracting Officer (KO) will require any contractor who could potentially perform work under this Support Agreement to separately identify any TMA OCI Category 3 work that they have been involved in and submit that information to the DITCO KO. Negative replies are required. A description of TMA OCI Category 3 can be found at: <http://www.tricare.mil/tps/OCICertification.doc>. The DITCO KO will provide a copy of this information to JMIS and TPS (Ron Shingler).

The DITCO KO will require any company/corporation who has performed any TMA OCI Category 3 work to prepare and submit an OCI risk mitigation plan.

In addition, if the DITCO KO determines for any other reason that the situation warrants considering an OCI risk mitigation plan, the KO will request the contractor to prepare and submit such a plan. The KO will forward the contractor's proposed risk mitigation plans to JMIS and TPS for review and comment.

The KO will not award any tasks for which a risk mitigation plan was requested until both TPS and JMIS have been provided a copy of the mitigation plan and an opportunity to comment on the plan.

JITC and the DITCO KO will continuously review all JMIS projects covered to ensure that no JITC contractor works on a JMIS project that could create the perception of an OCI.

The DITCO KO may terminate a contractor's involvement in a task, if the KO believes that a contractor has an OCI that cannot be mitigated.

Paragraph H.13.c stipulates that all JITC contractors agree to review, after contract award and continuously thereafter, their interests that could give rise to any potential OCI. If the contractor identifies any such OCI, the contractor shall make an immediate and full disclosure to the DITCO KO, including a risk mitigation plan for approval. Such disclosures include any TMA/JMIS-related work. To assist with this review, the DITCO will provide the URL reference above to be considered by each contractor who will work under this Support Agreement to use in self-determining whether the contractor is performing any TMA OCA Category 1 or Category 3 work. In this manner, the OCI procedures established by JITC will also help to satisfy the policy of the TPS that any contractor supporting TMA will identify such work with which the contractor has been involved and submit that information, along with a risk mitigation plan, to the DITCO KO. Unless there is an OCI, JITC does not require a risk mitigation plan.

#### **H.35 TRICARE (TMA) OCI REQUIREMENTS (TRICARE TASKS ONLY):**

##### **ORGANIZATIONAL CONFLICT OF INTEREST PROCEDURES AND CERTIFICATION**

TRICARE Management Activity (TMA) has categorized all its non-purchased care requirements into three broad categories, as defined below, for purposes of identifying, avoiding or mitigating against Organizational Conflicts of Interest (OCIs) in accordance with FAR Subpart 9.5. These categories are defined as follows:

- Category 1: TMA Internal Support: Services which, by their very nature, give the contractor access to extensive data about the contracts of all other TMA contractors.

- Category 2: Program Management Support: Services which assist TMA in planning and managing its activities and programs. This includes, for example: requirements analysis, acquisition support, budget planning and management, business process reengineering, program planning and execution support, and independent technical management support.
- Category 3: Product Support. Services or end items required to meet the mission requirements of TMA's non-purchased care activities and programs. This includes, for example: concept exploration and development; system design; system development and integration; COTS procurement and integration; internal development testing; deployment; installation; operations; and maintenance.

Contractor participation in more than one of these areas may give rise to an unfair competitive advantage resulting from access to advance acquisition planning, source selection sensitive or proprietary information. Furthermore, contractor participation in more than one area may give rise to a real or apparent loss of contractor impartiality and objectivity where its advisory or planning assistance in one area potentially affects its present or future participation in another area.

The purpose of this categorization is to accomplish the following three objectives: (1) to inform prospective Offerors that TMA presumes that award of a contract or order in the subject category will give rise to real or apparent OCIs with respect to requirements in the other categories; (2) to assist current contractors and prospective Offerors in developing their own business strategies regarding participation in TMA requirements and in identifying and, where possible, avoiding or mitigating against OCIs; and (3) to ensure that all current contractors and prospective Offerors are afforded the maximum practicable opportunity to compete for all TMA requirements consistent with the restrictions required under FAR Subpart 9.5 and sound business practices.

For purposes of identifying, avoiding and / or mitigating against OCIs, TMA will examine all its non-purchased care requirements and acquisitions regardless of the cognizant contracting activity (e.g., USAMRAA, GSA, other agency Multiple Award Schedules, etc.) or the type of contract vehicle used (e.g., FSS order, Fair Opportunity competitive order under Multiple Award ID/IQ Contracts, competitively negotiated awards under FAR Part 15, etc.).

Each TMA non-purchased care solicitation will therefore be designated as falling within one of the above defined categories. The work called for under this contract / order has been determined by TMA to fall within the following non-purchased care OCI category:

**OCI Category:** < insert category >

*This contracting office will administer this clause for purposes of award eligibility for each solicitation as follows:*

An Offeror that has never provided support to TMA in any of the categories is eligible for award in any category without any further action required under this clause.

An Offeror that provides or has provided support to TMA in only one category of work and has never supported TMA in any other category (a single-category contractor) is eligible for award for any future requirement in that single category without further action under this clause.

A single-category Offeror/Contractor wishing to submit an offer in a different category, or any Offeror/Contractor which now provides or previously has provided support in more than one category, *must include the following as part of its offer:*

- Perform a comparative analysis of the potential new work against *all* current and previous work performed in support of TMA in *any category other than that of the new work being offered*. The comparative analysis must be included in the proposal for the new work,

and must include a statement certifying whether the contractor believes that its performance of the proposed new work would create a real or apparent OCI. If the contractor believes that no real or perceived OCI will result from an award of the proposed work, no additional action by the contractor is required.

- If the Offeror/Contractor believes that a real or apparent OCI may exist as a result of an award, the contractor shall also submit an OCI Avoidance or Mitigation Plan with its proposal.

Inclusion of the comparative analysis and OCI Avoidance or Mitigation Plan will not be counted against any offer page limitations otherwise stated in the solicitation.

The Contracting Officer (and when applicable the appropriate program office, acquisition manager, and legal counsel) will review the comparative analysis and, if provided, the Avoidance or Mitigation Plan, in accordance with the requirements of FAR Subpart 9.5 (Organizational Conflict of Interest) to determine whether award to that Offeror would be consistent with those requirements. If it is unilaterally determined by the Contracting Officer that no OCI would arise or that the OCI Avoidance or Mitigation Plan adequately protects the interests of the government in the event of award to that Offeror, the Offeror will be determined, for purposes of this clause, to be eligible for award.

If the Offeror/Contractor knows of no OCI in accepting work under this contract, it shall certify its OCI status and submit the certification at the end of this clause with its proposal and any later award, if awarded the contract. The contractor shall also obtain a similar certification of OCI status from all subcontractors, teaming partners or consultants prior to tasking any such party under this contract. The contractor shall appropriately modify and include this clause, including this paragraph, in all consulting agreements and subcontracts of any tier to preserve the rights of the Government.

For breach of any of the above restrictions or for nondisclosure or misrepresentation of any relevant facts required to be disclosed concerning this contract, the Government may terminate this contract, disqualify the contractor from subsequent related contractual efforts, and pursue any remedies as may be permitted by law or this contract.

Prior to a contract modification involving a change to the Statement of Work, or an increase in the level of effort or extension of the term of the contract, the contractor shall submit any applicable organizational conflict of interest disclosure or an update of the previously submitted disclosure or representation.

The Offeror/Contractor should review the considerations below in determining whether or not a conflict of interest exists.

- Does the Offeror or any intended subcontractors, teaming partners, proposed employees, or affiliates have Unequal Access to Information? Would award to the Offeror result in the Offeror having the opportunity to access nonpublic information that may give the Offeror a competitive advantage in a later competition for a government contract? Specifically, will the Offeror/Contractor have access to any of the following information:
  - Budget(s), or Budget Information?
  - Acquisition Sensitive Information related to the procurement process to include, but not limited to Acquisition Plans, Requirements, Statements of Work, or Evaluation Criteria?
- Does the Offeror or any intended subcontractors, teaming partners, proposed employees, or affiliates have “*impaired objectivity*” because the Offeror’s ability to render impartial

judgments may be compromised because of its conflicting role(s) on this effort and other government contracts?

- Do “*biased ground rules*” exist? Most commonly, this would include a situation where the Offeror has, as a government contractor, written specifications or a statement of work for this effort, which could skew competition in favor of itself?
- Is the Offeror aware of any other information relating to this proposed contract/order, which could reasonably be construed as creating an OCI?

The Offeror/Contractor hereby certifies to the best of its knowledge its OCI status below:

*(Offeror: Choose one of the following two statements. Indicate which one applies by placing an X in the box to the left of the statement.)*

☐ No real or perceived OCI, as defined in FAR 2.1 and discussed in FAR 9.5, will result from an award of the proposed work (there are no ‘Yes’ responses to the questions above).

☐ A real or apparent OCI may exist as a result of an award and therefore an appropriate OCI Avoidance or Mitigation Plan is attached (Offeror shall include an appropriate OCI Avoidance or Mitigation Plan, as required by this clause, with its quote to the Contracting Officer).

\_\_\_\_\_ (Signature) \_\_\_\_\_ (Date)

\_\_\_\_\_ (Printed Name) \_\_\_\_\_ (Title)

### **H.36 TRICARE (TMA) QUESTIONNAIRE FOR PUBLIC TRUST POSITIONS (SF85P) (TRICARE TASKS ONLY)**

Business practice changes regarding contractor personnel access to DoD IT systems/networks requires that contractor personnel complete the Questionnaire for Public Trust Positions Form (SF85). The Contracting Officer’s Representative (COR) shall sign all SF85Ps. Without the COR’s signature on the SF85P, the TMA Privacy office will not issue interim access to DoD IT systems/networks.

The Office of Personnel Management (OPM) no longer issues the hardcopy Investigation Schedule Notices (ISN) for interim access for DoD IT systems/networks. In place of the ISN, the TMA Privacy Office will provide contractor personnel with a copy of the Joint Personal Adjudication System (JPAS) summary form for interim access.

The new process for contractor personnel to request and receive notification of interim access is outlined below:

1. The contractor must complete the SF85P form. Instructions for completing Blocks 1-8 of this form are included with the form.
2. The contractor’s Facility Security Officer (FSO) or Public Trust Official (designated contractor official) must complete the top portion, Block A-O, of the SF85P form for each employee requesting access.

3. The contractor's FSO must provide a cover letter that contains the names, Social Security Numbers, dates of birth, and requested ADP Levels of all contractor personnel that are submitting an SF85P form. This letter and the completed SF85P form(s) will be provided to the COR for approval.
4. The COR will review and sign Block P of the SF85P form(s) and the corresponding cover letter. The COR will then scan the cover letter and forward the document via encrypted email to Ms. Pamela Schmidt, TMA Assistant Privacy Officer at the following email address: [Pamela.Schmidt@tma.osd.mil](mailto:Pamela.Schmidt@tma.osd.mil).
5. The COR will return the SF85P form(s) and cover letter to the contractor's FSO.
6. Once the TMA Privacy Officer receives the electronic copies, OPM will schedule the majority of the investigations. Once the investigations are scheduled, they will be reflected in the JPAS system within seven to ten days.
7. The TMA Privacy Office will print a copy of the JPAS summary indicating the date the investigation was scheduled by OPM, and will forward it to the contractor's FSO. This JPAS summary will serve as issuance of interim access.

Additional information about this process can be found at:

[http://www.tricare.mil/contracting/healthcare/industryforum/RFI-TOP08/ts08/C1S1\\_1.PDF](http://www.tricare.mil/contracting/healthcare/industryforum/RFI-TOP08/ts08/C1S1_1.PDF).

### **H.37 ACCOUNTABILITY DATA CALLS:**

As required, the contractor shall support DISA Accountability Data Calls. Contractor shall provide accountability reporting on an hourly basis as required by JITC. JITC will notify contractor's Contract Manager/Administrator and Program Manager via email to begin data call on contractor personnel located at Fort Huachuca, AZ; Indian Head, MD; and Sky-7, NCR. The initial e-mail notification will be sent by JITC in the early morning with the first report due within 45 minutes of initial notification. Subsequent reports will be submitted on an hourly basis. Reports are to be e-mailed to these POCs (1) Chief, Human Resources Branch; (2) Human Resources Operations Manager; and (3) JITC FH COR group email box. The initial e-mail notification will contain a spreadsheet the contractor must use in reporting personnel accountability. A 100% accountability of personnel within four (4) hours of initial email notification is considered acceptable to the government. If an individual is either on Temporary Duty, leave, or other approved absence, there is no need to contact that individual, just annotate the individual's status as TDY, leave, etc. To request Accountability Data Calls, JITC will use the information contained in the Accountability Data Call Report submitted under Section H.36(b)(9) entitled, "Accountability Data Call Report".

### **H.38 GOVERNMENT-CONTRACTOR RELATIONSHIPS (NOV 2004) (DITCO/PL8232).**

a. Non-personal Services. The parties agree that the services to be provided under this contract are non-personal and that no employer/employee or master/servant relationships exist or will exist between the Government and the contractor's employees.

b. Prohibitions. Contractor personnel under this contract shall not:

(1) Be placed in a position where they are appointed or employed by a Federal Official, or are under the supervision, direction, or evaluation of a Federal Officer, Military or Civilian.

(2) Be placed in a staff or policy making position or be asked to exercise personal judgment or discretion on behalf of the Government.

(3) Be placed in a position of command, supervision, administration or control over Military or Civilian Personnel, or personnel of other contractors, or become a part of the Government organization.

(4) Be used for the purpose of avoiding manpower ceilings or other personnel rules and regulations of the DoD or the Federal Government.

(5) Be used in administration or supervision of military procurement activities.

c. Employee Relationship. Local rules, regulations, directives and requirements issued by military and civilian authorities pursuant to their responsibility for the administration and security of Government and military installations are applicable to contractor personnel entering the offices or installations or traveling via Government-owned transportation. The contractor agrees that compliance will not be construed to establish any degree of Government control consistent with a personal services contract.

#### **H.39 CONTINGENCY SUPPORT (NOV 2004) (DITCO/PL8232).**

The contractor shall respond to an increased workload within a to be determined amount of hours in the event of a contingency. Staffing requirements may increase dramatically during a contingency. During the beginning of a contingency, the contractor shall be prepared to augment staffing for the duration of the contingency in order to not impact the timeliness of other tasks, which may also be critical during a contingency. If this type of support is required, it will be requested on individual tasks and instructions and guidelines will be specified in accordance with the requirements of the task.

#### **H.40 INFORMATION ASSURANCE (FEB 2006) (DITCO/PL8232)**

It is the policy of the DoD that IA requirements shall be identified and included in the design, acquisition, installation, operation, upgrade, or replacement of all DoD information systems. This includes systems and processes developed within the Defense Acquisition System; systems and processes developed at private expense; outsourced business processes supported by private sector information systems; and outsourced information technologies. The source documents for this policy are:

- (1) The National Security Act- see [http://www.intelligence.gov/0-natsecact\\_1947.shtml](http://www.intelligence.gov/0-natsecact_1947.shtml) ;
- (2) The Clinger-Cohen Act (Chapter 25 of title 40, United States Code) see <http://www.dtic.mil/whs/directives/corres/html2/d51017x.htm> ;
- (3) National Security Telecommunications and Information Systems Security (NSTISSP) Policy No. 11. Fact sheet for NSTISSP No. 11 is [http://www.cnss.gov/Assets/pdf/nstissp\\_11\\_fs.pdf](http://www.cnss.gov/Assets/pdf/nstissp_11_fs.pdf) FAQs site for NSTISSP No. 11 is <http://niap.nist.gov/cc-scheme/nstissp-faqs.html> ;
- (4) Federal Information Processing Standards;
- (5) DoD Directive 8500.1, Information Assurance – see <http://www.dtic.mil/whs/directives/corres/pdf2/d85001p.pdf> ;
- (6) DoD Instruction (DoDI) 8500.2, Information Assurance Implementation – see [http://www.dtic.mil/whs/directives/corres/pdf/i85002\\_020603/i85002p.pdf](http://www.dtic.mil/whs/directives/corres/pdf/i85002_020603/i85002p.pdf) ;
- (7) DoDI 8580.1, Information Assurance in the Defense Acquisition System (for Mission Critical or Mission Essential IT) – see [http://www.dtic.mil/whs/directives/corres/pdf/i85801\\_070904/i85801p.pdf](http://www.dtic.mil/whs/directives/corres/pdf/i85801_070904/i85801p.pdf) ;
- (8) DoDD 8570.1, Information Assurance Training, Certification, and Workforce Management – see [http://www.dtic.mil/whs/directives/corres/pdf/d85701\\_081104/d85701p.pdf](http://www.dtic.mil/whs/directives/corres/pdf/d85701_081104/d85701p.pdf) ; The government will identify contractor personnel IA certification requirements in the individual tasks awarded under the Encore II IDIQ contract. IA certification requirements will be specified for those contractor personnel who will be required to perform IA functions for each level within the Technical Category (Chapter 3), and the Management Category (Chapter 4) as defined in DOD 8570-01-M.
- (9) CJCSI 6510.01D, INFORMATION ASSURANCE (IA) AND COMPUTER NETWORK DEFENSE (CND) – see [http://www.dtic.mil/cjcs\\_directives/cdata/unlimit/6510\\_01.pdf](http://www.dtic.mil/cjcs_directives/cdata/unlimit/6510_01.pdf)
- (10) Defense Acquisition Guidebook – Chapter 7 Acquiring Information Technology and National Security Systems, Section 7.5 Information Assurance – see [http://akss.dau.mil/dag/Guidebook/IG\\_c7.5.asp](http://akss.dau.mil/dag/Guidebook/IG_c7.5.asp)
- (11) DoD Instruction 5200.40, "DoD Information Technology Security Certification and Accreditation Process (DITSCAP)," December 30, 1997 - see <http://www.dtic.mil/whs/directives/corres/pdf2/i520040p.pdf>
- (12) DCI Directive 6/3, "Protecting Sensitive Compartmented Information Within Information Systems," June 5, 1999 - see <http://www.fas.org/irp/offdocs/dcid.htm>

(13) OMB Circular A-130, "Management of Federal Information Resources, Transmittal 4," November 30, 2000 – see <http://www.whitehouse.gov/omb/circulars/a130/a130.html>

Each proposed task under this contract will be screened for compliance with applicable IA statutes, policies, and procedures. Specific requirements will be stated in the task statement of work/statement of objectives.

In addition, all IA or IA-enabled IT hardware, firmware, and software components or products incorporated into DoD information systems must comply with the evaluation and validation requirements of National Security Telecommunications and Information Systems Security Policy Number 11. Such products must be satisfactorily evaluated and validated either prior to purchase or as a condition of purchase. Evidence shall include a vendor's warrant, in their responses to a solicitation and as a condition of the contract, that the vendor's products will be satisfactorily validated within a period of time specified in the solicitation and the contract. Purchase contracts shall specify that product validation will be maintained for updated versions or modifications by subsequent evaluation or through participation in the National IA Partnership (NIAP) Assurance Maintenance Program or the Common Criteria Recognition Arrangement (CCRA) Assurance Maintenance Program.

This special contract provision shall be updated by reference for any changes to source documents. Any new laws or policies applicable to IA subsequent to issuance of this contract will be incorporated into the basic contract unilaterally without equitable adjustment to the basic contract. Any equitable adjustment shall be assessed by individual tasks that may be effected by the change as applicable.

(End of Clause)

#### **H.41 DISA MANDATED DATA CALLS:**

As required, the contractor shall support DISA Mandated Data Calls. Contractor shall provide requested information as required by JITC to fulfill DISA Mandated Data Calls. Data Calls will be initiated by the Contracting Officer or Contracting Officer Representative (COR) which will provide the specific data call instructions. The Contracting Officer's notification will normally be via e-mail but may also be telephonic. If notification is provided telephonically, a follow-up email will be sent to the contractor within one business day. Two examples of mandatory DISA's Data Calls are the Quarterly Information Assurance Data Call and the Quarterly Review Personnel Locator System (PLS) Data Call.

#### **H. 42 CONTRACTOR IDENTIFICATION**

- (a) Contractor personnel and their subcontractors must identify themselves as Contractors or subcontractors during meetings, telephone conversations, in electronic messages, or correspondence related to this contract.
- (b) Contractor-occupied facilities (on DISA or other Government installations) such as offices, separate rooms, or cubicles must be clearly identified with Contractor supplied signs, name plates or other identification, showing that these are work areas for Contractor or subcontractor personnel.

#### **H. 43 TELEWORK**

At times, telework will be approved in writing by the Contracting Officer in accordance with section G.8 of the contract. Work will be performed at the contractor employee's home or alternate location on a computer which may be provided by JITC/or their employer. All equipment must be authorized to be used on the DISANET. Work products will be transmitted in a manner approved by JITC and the Action Officer.

The contractor employee shall be available at all times during the working day via email and by telephone and/or cell phone. All expenses for Internet and telephone connectivity will be borne by the contractor and/or contractor employee and at no cost to the government. Operating costs associated with the contractor

employee using his or her personal residence as an alternative worksite, including home maintenance, insurance or utilities will not be assumed by the government. For work-at-home arrangements, the employee is required to designate one area in the home as the official work or office area that is suitable for the performance of official government business.

Contractor employee must meet the following safety self-certification requirements designed to assess the overall safety of the alternate worksite:

1. Are temperature, noise, ventilation, and lighting levels adequate for maintaining your normal level of job performance?
2. Is all electrical equipment free of recognized hazards that would cause physical harm (frayed wires, bare conductors, loose wires or fixtures, exposed wiring on the ceiling or walls)?
3. Will the building's electrical system permit the grounding of electrical equipment (a three-prong receptacle)?
4. Are aisles, doorways, and corners free of obstructions to permit visibility and movement?
5. Are file cabinets and storage closets arranged so drawers and doors do not enter into walkways?
6. Are phone lines and electrical cords secured in a safe manner to eliminate tripping hazards?

The government is not liable for damages to the contractor employee's personal or real property. The employee is not approved to use his or her own personal computer while teleworking from home due to security concerns. Family members and friends of the employee are not authorized use of Government/contractor-owned equipment. It is imperative that the security and confidentiality of records are maintained during the storage, transfer or use of the records. No classified documents (hard copy or electronic) may be taken to an employee's alternative worksite. For Official Use Only and sensitive non-classified data may be taken to alternative worksites if necessary precautions are taken to protect the data, consistent with DISA and DOD regulations. When a loss, theft, or compromise of personal information or government equipment occurs, the employee must immediately notify his/her supervisor, the Contracting Officer and DISA officials, including the Privacy Officer.

Telework reports may be required. If required, they will be specifically identified in the Form 1. Long distance telephone calls are not covered by the government unless specifically authorized in the Form 1.

On-site labor rates are to be charged during hours spent teleworking for government work. Off-site rates will not be authorized unless specifically allowed in the Form 1.

Teleworking may be considered during times of pandemic outbreak, requiring notification to the Contracting Officer as soon as possible.

Teleworking is not a right and may be terminated at the discretion of the Contracting Officer.

#### **H. 44 ALTERNATE PLACE OF PERFORMANCE**

Contractor employees may be required to work at home, another approved DISA activity within the local travel area or at the contractor's facility in cases of unforeseen conditions or contingencies (e.g., pandemic conditions, exercises, etc.). Any equipment such as laptops or phones provided to Contractor personnel shall be returned at the termination of the engagement or at another time mutually agreeable to both parties. Contracting Officer Representative (COR)/Task Monitor (TM) approval is required. Contractor shall prepare all deliverables and other contract documentation utilizing contractor resources. The contractor shall continue to provide the same level of support as stated in the SOW/PWS. In the event the services are impacted, reduced, compromised, etc., the Contracting Officer may request an equitable adjustment.



#### **H.45 DATA INFORMATION ASSURANCE PROTECTION (JULY 2006)**

(a) The contractor shall protect and safeguard sensitive Government Provided Information (GFI) and data from inadvertent disclosure, misuse, display, theft, and unauthorized actions that would destroy or render the information unavailable for specific government use. Should the contractor, or one of his/her employees, make any inadvertent or any unauthorized disclosure(s) or willfully participate in activities that result in detrimental harm to the protection and safeguarding of sensitive (GFI) and data, such actions may be considered to be a breach of this contract and the terms of the Default clause may be invoked. The contractor shall afford safeguarding consistent with the protection requirements identified by the government until such time the government deems the information/data is no longer sensitive and provides corresponding written notification to the contractor.

(b) All contractor and support contractor personnel with access to DISA and DOD Information Systems shall complete initial information assurance awareness and annual refresher training in accordance with DOD Directive, 8570.1, IA Training, Certification, and Workforce Management.

(c) To support IA professionals, the DoD IA Portal (IA Support Environment (IASE)) provides DOD IA policy-training requirements and DoD sponsored training. The IA Portal is located at <http://iase.disa.mil>. This site also provides access to DOD Directive 8500.1, Information Assurance (IA), and DOD 8570.1-M, Information Assurance Workforce Improvement Program.

(End of clause)

#### **H.46 UNIQUE REQUIREMENTS FOR THEATER BUSINESS CLEARANCE IRAQ/AFGHANISTAN**

##### JCC-I/A CLAUSE 952.222-0001

##### **PROHIBITION AGAINST HUMAN TRAFFICKING, INHUMANE LIVING CONDITIONS, AND WITHHOLDING OF EMPLOYEE PASSPORTS**

(JUL 2009)

(a) All contractors ("contractors" refers to both prime contractors and all subcontractors at all tiers) are reminded of the prohibition contained in Title 18, United States Code, Section 1592, against knowingly destroying, concealing, removing, confiscating, or possessing any actual or purported passport or other immigration document, or any other actual or purported government identification document, of another person, to prevent or restrict or to attempt to prevent or restrict, without lawful authority, the person's liberty to move or travel, in order to maintain the labor or services of that person, when the person is or has been a victim of a severe form of trafficking in persons.

(b) Contractors are also required to comply with the following provisions:

(1) Contractors shall only hold employee passports and other identification documents discussed above for the shortest period of time reasonable for administrative processing purposes.

(2) Contractors shall provide all employees with a signed copy of their employment contract, in English as well as the employee's native language that defines the terms of their employment/compensation.

(3) Contractors shall not utilize unlicensed recruiting firms, or firms that charge illegal recruiting fees.

(4) Contractors shall be required to provide adequate living conditions (sanitation, health, safety, living space) for their employees. Fifty square feet is the minimum acceptable square footage of personal living space per employee. Upon contractor's written request, contracting officers may grant a waiver in writing in cases where the existing square footage is within 20% of the minimum, and the overall conditions are

determined by the contracting officer to be acceptable. A copy of the waiver approval shall be maintained at the respective life support area.

(5) Contractors shall incorporate checks of life support areas to ensure compliance with the requirements of this Trafficking in Persons Prohibition into their Quality Control program, which will be reviewed within the Government's Quality Assurance process.

(6) Contractors shall comply with international laws regarding transit/exit/entry procedures, and the requirements for work visas. Contractors shall follow all Host Country entry and exit requirements, including requirements for visas and work permits.

(c) Contractors have an affirmative duty to advise the Contracting Officer if they learn of their employees violating the human trafficking and inhumane living conditions provisions contained herein. Contractors are advised that contracting officers and/or their representatives will conduct random checks to ensure contractors and subcontractors at all tiers are adhering to the law on human trafficking, humane living conditions and withholding of passports.

(d) The contractor agrees to incorporate the substance of this clause, including this paragraph, in all subcontracts under his contract.

(End)

JCC-I/A CLAUSE 952.223-0001  
REPORTING KIDNAPPINGS, SERIOUS INJURIES AND DEATHS  
(MAR 2009)

Contractors shall notify the Contracting Officer, as soon as practicable, whenever Employee kidnappings, serious injuries or deaths occur.

Report the following information:

Contract Number

Contract Description & Location

Company Name

Reporting party:

Name

Phone number

E-mail address

Victim:

Name

Gender (Male/Female)

Age

Nationality

Country of permanent residence

Incident:

Description

Location

Date and time

Other Pertinent Information

(END)

JCC-I/A CLAUSE 952.225-0001  
ARMING REQUIREMENTS AND PROCEDURES FOR  
PERSONAL SECURITY SERVICES CONTRACTORS AND FOR REQUESTS

FOR PERSONAL PROTECTION  
(MAR 2009)

*General.* Contractor and its subcontractors at all tiers that require arming under this contract agree to obey all laws, regulations, orders, and directives applicable to the use of private security personnel in Iraq and Afghanistan, including U.S. CENTCOM, Multi-National Force Commander and Multi-National Corps Commander orders, instructions and directives. Contractors will ensure that all employees, including employees at any tier of subcontracting relationships, armed under the provisions of this contract, comply with the contents of this clause and with the requirements set forth in the following: DODI 3020.41, *Program Management for Acquisition and Operational Contract Support in Contingency Operations*; DFARS 252.225-7040, *Contractor Personnel Supporting a Force Deployed Outside the United States*; Class Deviation 2007-O0010, Contractor Personnel in the United States Central Command Area of Responsibility; CPA Order #17, *Registration Requirements for Private Security Companies*, dated 27 Jun 04; U.S. CENTCOM Policy Letter, Mod 1, *Personal Protection and Contract Security Service Arming*, dated 7 Nov 2006

*Required Government Documentation.* The unit requesting the contractor security shall provide a description of the following to the arming approval authority and to the contracting officer:

- The specific location where the PSC will operate;
- The persons and/or property that require protection;
- The anticipated threat;
- The required weapon types; and
- The reason current security/police forces are inadequate.

*Required Contractor Documentation.* Contractors and their subcontractors at all tiers that require arming approval shall provide the following to the contracting officer representative (COR):

Documentation that each employee who will be armed under the contract received the following training—

- Weapons Qualification/Familiarization. All employees must meet the qualification requirements established by any DoD or other U.S. government agency
- Law of Armed Conflict (LOAC);
- Rules for the Use of Force (RUF), as defined in the U.S. CENTCOM Policy, dated 23 December 2005; and
- Distinction between the above-prescribed RUF and the Rules of Engagement (ROE), which are applicable only to military forces.

Completed DD Form 2760 (or equivalent documentation) for each armed employee, indicating that the employee is not otherwise prohibited under U.S. law from possessing the required weapon or ammunition.

One (1) copy of a business license from the Iraqi or Afghani Ministry of Trade or Interior;

One (1) copy of an operating license (or a temporary operating license) from the Ministry of Interior;

A communications plan that, at a minimum, sets forth the following:  
The contractor's method of notifying military forces and requesting assistance where

hostilities arise or combat action is needed;

How relevant threat information will be shared between contractor security personnel and U.S. military forces; and

How the contractor will coordinate transportation with appropriate military authorities.

An acceptable plan for accomplishing background checks on all contractor and subcontractor employees who will be armed under the contract. The contractor shall, at a minimum, perform the following (which will be specifically addressed in its plan and which will be documented and furnished to the COR upon completion):

Use one or more of the following sources when conducting the background checks:

Interpol, FBI, Country of Origin Criminal Records, Country of Origin U.S. Embassy Information Request, CIA records, and/or any other records available;

Verify with MNC-I or Afghanistan RCE – CG Provost Marshal that no employee has been barred by any commander within Iraq or Afghanistan; and

Certify, after completing all checks, that all persons armed under this contract are not prohibited under U.S. law from possessing a weapon or ammunition.

*Required Contractor Acknowledgements.* Contractors and their subcontractors at all tiers that require arming approval will provide written acknowledgement of the following to the COR:

*Penalties for Non-Compliance.* Failure of contractor or subcontractor employee(s) to comply with the laws, regulations, orders, and rules (including those specified herein) governing the use of force may result in the revocation of weapons authorization for such employee(s). Where appropriate, such failure may also result in the total revocation of weapons authorization for the contractor (or subcontractor) and sanctions under the contract, including termination.

*Criminal and Civil Liability.* Arming of contractor or subcontractor employees under this contract may subject the contractor, its subcontractors, and persons employed by the same, to U.S. and Host Nation prosecution and civil liability. “Host Nation” refers to the nation or nations where services under this contract are performed.

*Lapses in Training.* Failure to successfully retrain an employee who is armed under this contract within twelve (12) months of the last training date will constitute a lapse in the employee’s authorization to possess and carry the weapon. All unauthorized employees will immediately surrender their weapon to the contractor and will remain unarmed until such time as they are retrained and the COR determines that the retraining is sufficient.

*Authorized Weapon & Ammunition Types.* Unless DCDRUSCENTCOM (or a designee) provides otherwise, all arming requests and authorizations for contractor or subcontractor employees under this contract shall be limited to U.S. Government approved weapons and ammunition. This restriction applies to all weapons in the possession of contractor employees, even if such weapons are required for personal protection. The following weapons and ammunition are currently authorized by the U.S. Government for use in Iraq and Afghanistan:

The M9, M4, M16, or equivalent (e.g. .45 CAL, AK-47).

The M9 or equivalent sidearm will be the standard personal protection weapon unless other weapons are specifically requested and approved.

U.S. government Ball ammunition is the standard approved ammunition.

*Requirements for Individual Weapons Possession.* All employees of the contractor and its subcontractors at all tiers who are armed under this contract must:

Possess only those U.S. Government-approved weapons and ammunition for which they are qualified under the training requirements of section (c);

Carry weapons only when on duty or at a specific post;

Not conceal any weapons, unless specifically authorized;

Carry proof of authorization to be armed. Employees not possessing such proof will be deemed unauthorized and must surrender their weapon to their employer; and

IAW USCENCOM G.O. #1, consumption of alcohol in Iraq or Afghanistan is

prohibited. In the event of a suspension or and exception to G.O. #1, employees shall not consume any alcoholic beverage while armed or within eight (8) hours of the next work period where they will be armed.

*Weapons/Equipment Restrictions and Responsibilities.* Unless otherwise provided, the U.S. Government will not provide any weapons or ammunition to contractors, their subcontractors, or any employees of the same. The Contractor will provide all weapons and ammunition to those employees that will be armed under the contract. The contractor and its subcontractors at all tiers will also provide interceptor body armor, ballistic helmets, and the Nuclear, Biological, and Chemical (NBC) protective masks to those employees that require such equipment in the performance of their duties.

*Rules for the Use of Force (RUF).* In addition to the RUF and ROE training referenced in paragraph (c), the contractor and its subcontractors at all tiers will monitor and report all activities of its armed employees that may violate the RUF. Prompt reporting demonstrates a desire by the contractor and its subcontractors to minimize the impact of any violations and, therefore, will be given favorable consideration. Violations of the RUF include, though are not limited to:

- Taking a direct part in hostilities or combat actions, other than to exercise self-defense;
- Failing to cooperate with Coalition and Host Nation forces;
- Using deadly force, other than in self-defense where there is a reasonable belief of imminent risk of death or serious bodily harm;
- Failing to use a graduated force approach;
- Failing to treat the local civilians with humanity or respect; and
- Detaining local civilians, other than in self-defense or as reflected in the contract terms.

*Retention and Review of Records.* The Contractor and all subcontractors at all tiers shall maintain records on weapons training, LOAC, RUF and the screening of employees for at least six (6) months following the expiration (or termination) of the contract. The Contractor and its subcontractors at all tiers shall make these records available to the Contracting Officer or designated representative, at no additional cost to the government, within 72 hours of a request.

*Contractor Vehicles.* Vehicles used by contractor and subcontractor personnel in the course of their security duties shall not be painted or marked to resemble U.S./Coalition or host nation military and police force vehicles.

*Quarterly Reporting.* The prime contractor will report quarterly (i.e. NLT 1 January, 1 April, 1 July and 1 October for each quarter of the calendar year) to the Contracting Officer responsible for this contract, and any other organization designated by the Contracting Officer, the following information under this contract:

- The total number of armed civilians and contractors;
- The names and contact information of its subcontractors at all tiers; and
- A general assessment of the threat conditions, adequacy of force numbers, and any problems that might require a change to force levels. Note: this information is in addition to the information the contractor promises to immediately provide under the communications plan referenced at paragraph (c)(5).

JCC-I/A CLAUSE 952.225-0002  
ARMED PERSONNEL INCIDENT REPORTS  
(MAR 2009)

(a) All contractors and subcontractors in the Multi-National Forces-Iraq (MNF-I) or Combined Joint Task Force (Afghanistan) theater of operations shall comply with and shall ensure that their personnel supporting MNF-I or CJTF forces are familiar with and comply with all applicable orders, directives, and instructions issued by the respective

MNF-I or CJTF Commanders relating to force protection and safety.

(b) IRAQ: Contractors shall provide all incidents and use of weapons firing incidents to the MNC-I Contractor Operations Cell (CONOC) as soon as practical, based upon the situation, and submit a written report to CONOC within 4 hours. The initial report shall include the name of the company, location of the incident, time when the incident occurred, a brief description of the events leading up to the incident, and a company point of contact. A follow-up, comprehensive written report shall be provided to the CONOC within 96 hours of the incident. Reports shall be submitted to CONOC at: [mncic3conoc@iraq.centcom.mil](mailto:mncic3conoc@iraq.centcom.mil); DSN 318-435-2369; Iraqna 0044 203 286 9851 or 0044 203 239 5894; or Skype: MNCICONOC.

(c) AFGHANISTAN: Contractors shall report all incidents and use of weapons through their Contracting Officers who will notify the JOC Watch at Bagram AB. (JOC SHIFT DIRECTOR, DSN: 318-431-4116; SVOIP: 431-7108) Information should include: the name of the company, where the incident occurred, time when the incident occurred, a brief description of the events leading up to the incident, and a point of contact for the company. The JOC Watch duty officer will issue guidance for further reporting requirements.

(d) Contractors shall provide first aid and request MEDEVAC of injured persons, and remain available for U.S. or Coalition response forces, based upon the situation. In the event contractor personnel are detained by U.S. or Coalition Forces, prolonged detention due to lack of proper identification can be alleviated by contractor personnel possessing on their person information that includes the contractor's name, the contract number, a contractor management POC, and the phone number of the CONOC/JOC Watch.

(END)

JCC-I/A CLAUSE 952.225-0003

FITNESS FOR DUTY AND MEDICAL/DENTAL CARE LIMITATIONS  
(MAR 2009)

(1) The contractor shall perform the requirements of this contract notwithstanding the fitness for duty of deployed employees, the provisions for care offered under this section, and redeployment of individuals determined to be unfit. The contractor bears the responsibility for ensuring all employees are aware of the conditions and medical treatment available at the performance. The contractor shall include this information and requirement in all subcontracts with performance in the theater of operations.

(2) The contractor shall not deploy an individual with any of the following conditions unless approved by the appropriate CENTCOM Service Component (ie. ARCENT, AFCENT, etc.) Surgeon: Conditions which prevent the wear of personal protective equipment, including protective mask, ballistic helmet, body armor, and chemical/biological protective garments; conditions which prohibit required theater immunizations or medications; conditions or current medical treatment or medications that contraindicate or preclude the use of chemical and biological protectives and antidotes; diabetes mellitus, Type I or II, on pharmacological therapy; symptomatic coronary artery disease, or with myocardial infarction within one year prior to deployment, or within six months of coronary artery bypass graft, coronary artery angioplasty, or stenting; morbid obesity (BMI  $\geq$  40); dysrhythmias or arrhythmias, either symptomatic or requiring medical or electrophysiologic control; uncontrolled hypertension, current heart failure, or automatic implantable defibrillator; therapeutic anticoagulation; malignancy, newly diagnosed or under current treatment, or recently diagnosed/treated and requiring frequent subspecialist surveillance, examination, and/or

laboratory testing; dental or oral conditions requiring or likely to require urgent dental care within six months' time, active orthodontic care, conditions requiring prosthodontic care, conditions with immediate restorative dentistry needs, conditions with a current requirement for oral-maxillofacial surgery; new onset (< 1 year) seizure disorder, or seizure within one year prior to deployment; history of heat stroke; Meniere's Disease or other vertiginous/motion sickness disorder, unless well controlled on medications available in theater; recurrent syncope, ataxias, new diagnosis (< 1 year) of mood disorder, thought disorder, anxiety, somatoform, or dissociative disorder, or personality disorder with mood or thought manifestations; unrepaired hernia; tracheostomy or aphonia; renalithiasis, current; active tuberculosis; pregnancy; unclosed surgical defect, such as external fixator placement; requirement for medical devices using AC power; HIV antibody positivity; psychotic and bipolar disorders. (Reference: Mod 8 to USCENTCOM Individual Protection and Individual/Unit Deployment Policy, PPG-Tab A: Amplification of the Minimal Standards of Fitness for Deployment to the CENTCOM AOR).

(3) In accordance with military directives (DoDI 3020.41, DoDI 6000.11, CFC FRAGO 09-1038, DoD PGI 225.74), resuscitative care, stabilization, hospitalization at Level III (emergency) military treatment facilities and assistance with patient movement in emergencies where loss of life, limb or eyesight could occur will be provided. Hospitalization will be limited to emergency stabilization and short-term medical treatment with an emphasis on return to duty or placement in the patient movement system. Subject to availability at the time of need, a medical treatment facility may provide reimbursable treatment for emergency medical or dental care such as broken bones, lacerations, broken teeth or lost fillings.

(4) Routine and primary medical care is not authorized. Pharmaceutical services are not authorized for routine or known, routine prescription drug needs of the individual. Routine dental care, examinations and cleanings are not authorized.

(5) Notwithstanding any other provision of the contract, the contractor shall be liable for any and all medically-related services or transportation rendered. In accordance with OUSD(C) Memorandum dated 4 June 2008, the following reimbursement rates will be charged for services at all DoD deployed medical facilities. These rates are in effect until changed by DoD direction.

(a) Inpatient daily rate: \$2,041.00. Date of discharge is not billed unless the patient is admitted to the hospital and discharged the same day.

(b) Outpatient visit rate: \$195.00. This includes diagnostic imaging, laboratory, pathology, and pharmacy provided at the medical facility.

(END)

JCC-I/A CLAUSE 952.225-0004  
COMPLIANCE WITH LAWS AND REGULATIONS  
(MAR 2009)

(a) The Contractor shall comply with, and shall ensure that its employees and its subcontractors and their employees, at all tiers, are aware of and obey all U.S. and Host Nation laws, Federal or DoD regulations, and Central Command orders and directives applicable to personnel in Iraq and Afghanistan, including but not limited to USCENTCOM, Multi-National Force and Multi-National Corps operations and fragmentary orders, instructions, policies and directives.

(b) Contractor employees shall particularly note all laws, regulations, policies, and orders restricting authority to carry firearms, rules for the use of force, and prohibiting sexual or aggravated assault. Contractor employees are subject to General Orders Number 1, as modified from time to time, including without limitation, their prohibition on privately owned firearms, alcohol, drugs, war souvenirs, pornography and photographing detainees, human casualties or military security measures.

(c) Contractor employees may be ordered removed from secure military installations or the theater of operations by order of the senior military commander of the battle space for acts that disrupt good order and discipline or violate applicable laws, regulations, orders, instructions, policies, or directives. Contractors shall immediately comply with any such order to remove its contractor employee.

(d) Contractor employees performing in the USCENTCOM Area of Operations (AOR) may be subject to the jurisdiction of overlapping criminal codes, including, but not limited to, the Military Extraterritorial Jurisdiction Act (18 U.S.C. Sec. 3261, et al) (MEJA), the Uniform Code of Military Justice (10 U.S.C. Sec. 801, et al)(UCMJ), and the laws of the Host Nation. Non-US citizens may also be subject to the laws of their home country while performing in the USCENTCOM AOR. Contractor employee status in these overlapping criminal jurisdictions may be modified from time to time by the United States, the Host Nation, or by applicable status of forces agreements.

(e) Under MEJA, a person who engages in felony misconduct outside the United States while employed by or accompanying the Armed Forces is subject to arrest, removal and prosecution in United States federal courts. Under the UCMJ, a person serving with or accompanying the Armed Forces in the field during a declared war or contingency operation may be disciplined for a criminal offense, including by referral of charges to a General Court Martial. Contractor employees may be ordered into confinement or placed under conditions that restrict movement within the AOR or administratively attached to a military command pending resolution of a criminal investigation.

(f) Contractors shall immediately notify military law enforcement and the Contracting Officer if they suspect an employee has committed an offense. Contractors shall take any and all reasonable and necessary measures to secure the presence of an employee suspected of a serious felony offense. Contractors shall not knowingly facilitate the departure of an employee suspected of a serious felony offense or violating the Rules for the Use of Force to depart Iraq or Afghanistan without approval from the senior U.S. commander in the country.

(END)

JCC-I/A CLAUSE 952.225-0005  
MONTHLY CONTRACTOR CENSUS REPORTING  
(MAR 2009)

Contractor shall provide monthly employee census information to the Contracting Officer, by province, for this contract. Information shall be submitted either electronically or by hard-copy. Information shall be current as of the 25th day of each month and received by the Contracting Officer no later than the first day of the following month. The following information shall be provided for each province in which work was performed:

- (1) The total number (prime and subcontractors at all tiers) employees.
- (2) The total number (prime and subcontractors at all tiers) of U.S. citizens.
- (3) The total number (prime and subcontractors at all tiers) of local nationals (LN).



- (4) The total number (prime and subcontractors at all tiers) of third-country nationals (TCN).
- (5) Name of province in which the work was performed.
- (6) The names of all company employees who enter and update employee data in the Synchronized Predeployment & Operational Tracker (SPOT) IAW DFARS 252.225-7040 or DFARS DOD class deviation 2007-O0010.

(END)

JCC-I/A CLAUSE 952.225-0007  
MANDATORY SHIPPING INSTRUCTIONS (IRAQ)  
(MAR 2009)

(a) The Commercial Logistics Distribution Agency (CLDA) is required to track supplies and materiel shipped into Iraq. Prompt notification of shipment movements and compliance with information requirements will assist in providing advance notice to the point of entry for all inbound shipments.

(b) In accordance with the U.S./Iraq Security Agreement, no taxes shall be imposed on goods and services purchased.

(c) Upon contract award, the contractor/consignor the contractor shall provide the necessary logistical information required by CLDA.

STEP 1:

- Upon contract award go to the following JCCS website:
- [https://www.rebuilding-iraq.net/portal/page?\\_pageid=95,1&\\_dad=portal&\\_schema=PORTAL](https://www.rebuilding-iraq.net/portal/page?_pageid=95,1&_dad=portal&_schema=PORTAL)

STEP 2:

- Select the "Logistics" and then the "Customs" radio buttons.
- Select and complete the "Customs Levy Waiver Form".

STEP 3:

- Select the "Logistics" and then the "Logistics Information Requirements" radio buttons.
- Select and complete the "Logistics Information Requirements Form".

STEP 4:

- (a) Email the (1) completed "Customs Levy Exemption Form", (2) a copy of the front page of the signed contract; and (3) the pages from the contract that describe the required supplies, equipment or end product to the Logistics Movement Coordination Center (LMCC) at [pcocustoms@pco-iraq.net](mailto:pcocustoms@pco-iraq.net). The LMCC can be contacted by telephone at +1 (281) 669-2372 or +964 (790) 192 4129.

-- (b) The "Customs Levy Exemption Form" will be reviewed by a Government of Iraq representative. If the shipment qualifies for a levy exemption, the "Customs Levy Exemption Form" will be stamped and emailed back to the contractor. The stamped form must accompany every shipment for which a levy exemption is desired.

-- (c) Contact the Logistics Movement Coordination Center (LMCC) Watch Officer at the following e-mail address: [pcolmcc@pco-iraq.net](mailto:pcolmcc@pco-iraq.net) if there are any problems with the administrative requirements of this clause.

-- (d) Complete a Form DD-250 form, Material Inspection and Receiving Report, and provide it and the invoice for the shipment with the cargo.

-- (e) Commercial Air Shipments require (1) airway bills and (2) the "Customs Levy Exemption" form to be emailed to SkyLink Arabia at [logistics@ska-arabia.com](mailto:logistics@ska-arabia.com) at least 7 days prior to the arrival of the cargo at the port of entry. SkyLink Arabia can be contacted at +964 (7901) 926 284.

It is the contractor's responsibility to provide all the requested information in sufficient time to allow coordination of required delivery. Failure to comply with these instructions may result in delaying the arrival of supplies and materiel at their final destinations.

STEP 5:

-- (a) Email the following documents to GRD Programs at [GRD.NONCON@pcoiraq.net](mailto:GRD.NONCON@pcoiraq.net):

- (1) Approved Customs Levy Waiver Form
- (2) Logistics Information Requirements Form
- (3) Completed DD-250
- (4) Airway bills (if applicable)

-- (b) Provide the following information in the subject line of the email:

- (1) Contract Number
- (2) Task/Delivery Order Number (if applicable)
- (3) Full or Partial Shipment

-- (c) Provide the following information in the body of the email:

- (1) All information from the subject line
- (2) CLIN Number
- (3) Iraq Point of Entry
- (4) Freight Forwarding Information (if applicable)
- (5) Contractor point-of-contact (name, phone number, email address)

(END)

JCC-I/A CLAUSE 952.225-0009

**MEDICAL SCREENING AND VACCINATION REQUIREMENTS  
FOR LOCALLY HIRED EMPLOYEES  
(MAR 2009)**

(a) Contractors, and subcontractors at any tier shall ensure and provide satisfactory evidence that all locally hired employees, including Local National (LN), Third Country National, and U.S. employees, working on military have been screened for and do not currently have active tuberculosis (TB).

(1) Contractors may utilize a testing method of either a chest x-ray or TB skin test (TST).

- (i) Chest x-rays shall be taken and TBTs administered within 90 days prior to the start of employment.
- (ii) Screening may be performed either by a licensed medical provider from the local economy or by contractors' licensed medical staffs. Contractors shall maintain medical screening documentation and make it available to the Contracting Officer upon request.

(2) TB screening documentation will be required by the responsible Base Defense Operations Center (BDOC) prior to issuance of base access badges.

(b) Contractor employees, including subcontractors at any tier, who work in positions where they are working with food or water production and distribution shall have current Typhoid and Hepatitis "A" (full series) vaccinations, in addition to the TB tests required above.

(a) At least the first inoculation in the Hepatitis "A" series must be given prior to the start of employment, with continuation and completion of the inoculation series. The Typhoid inoculation must be completed within two years prior to the date of employment in the food and water service capacity.

- (i) Once the complete Hepatitis “A” vaccination series is completed, it does not have to be repeated. The Typhoid vaccination requires a booster immunization every three years.
- (ii) Proof of individual employee vaccinations shall be provided to the Contracting Officer and maintained by the Contractor for examination by the Contracting Officer.

(END)

JCC-I/A CLAUSE 952.236-0001  
ELECTRICAL AND STRUCTURAL BUILDING STANDARDS FOR  
CONSTRUCTION PROJECTS  
(MAR 2009)

(a) The standards set forth herein are the minimum requirements for the contract. These standards must be followed unless a more stringent standard is specifically included. In such case the most stringent standard shall be required for contract acceptance.

(b) The contractor, in coordination with the Contracting Officer, Base Camp Mayor, Base/Unit Engineers, and requiring activity shall evaluate, upgrade, build, and/or refurbish buildings to a safe and livable condition. This work may include refurbishment, construction, alterations, and upgrades. All work shall be in accordance with accepted standards of quality.

(c) As dictated by the Unified Facilities Criteria (UFC) the contract shall meet:

- (1) “the minimum requirements of United States’ National Fire Protection Association (NFPA) 70,
- (2) National Electrical Code (NEC),
- (3) the American National Standards Institute (ANSI) C2, and
- (4) the United States’ National Electrical Safety Code (NESC).

(d) These standards must be met when it is reasonable to do so with available materials. When conditions dictate deviation, then provisions within the International Electrical Code (IEC) or British Standard (BS 7671) shall be followed. Any deviations from the above necessary to reflect market conditions, shall receive prior written approval from a qualified engineer and the Contracting Officer.

(e) The following internet links provide access to some of these standards:

UFC: [http://65.204.17.188/report/doc\\_ufc.html](http://65.204.17.188/report/doc_ufc.html)

NFPA 70: <http://www.nfpa.org>

NESC: <http://www.standards.ieee.org/nesc>

(END)

JCC-I/A CLAUSE 952.225-0010  
CONTRACTOR EMPLOYEE LEGAL REQUIREMENTS  
(MAR 2009)

(a) The contractor shall not employ, nor allow a subcontractor to employ, any person that has ever been convicted, in any U.S. court, including a court-martial, of any crime against an Iraqi and/or an Afghan national, regardless of the place at which the crime occurred.

(b) For the purpose of this clause, “crime” is defined as: “a violation of a law in which there is injury to the public or a member of the public and a term in jail or prison, and/or a fine as possible penalties.” Further, the crime must be an offense that could be classified as a Class B misdemeanor, or any higher class up to a Class A felony, as referenced at 18 USC §3559.

(c) Contractors shall exercise effective screening processes to ensure that individuals not conforming to this standard are identified and prohibited from, or removed from (if already employed) working under this contract.

(d) Contractor employees discovered to have one of more prior convictions as described above shall be removed from the contract at the contractor's expense.

(e) Failure to adhere to the requirements of this clause could result in a termination for cause or termination for default, in accordance with the terms and conditions of this contract.

(END)

SEE DFARS 252.225-7040 in Section I Clauses

ADDITIONAL REQUIREMENTS AND RESPONSIBILITIES RELATING TO  
ALLEGED CRIMES BY OR AGAINST CONTRACTOR PERSONNEL IN IRAQ  
AND AFGHANISTAN (DEVIATION) (DEC 2009)

(a) The Contractor shall report to the appropriate investigative authorities any alleged offenses under--

(1) The Uniform Code of Military Justice (chapter 47 of title 10, United States Code) (applicable to contractors serving with or accompanying an armed force in the field during a declared war or a contingency operation); or

(2) The Military Extraterritorial Jurisdiction Act (chapter 212 of title 18, United States Code).

(b) The Contractor shall provide to all contractor personnel who will perform work on a contract in Iraq or Afghanistan, before beginning such work, information on the following:

(1) How and where to report an alleged crime described in paragraph (a) of this clause.

(2) Where to seek victim and witness protection and assistance available to contractor personnel in connection with an alleged offense described in paragraph (a) of this clause.

(End of clause.)